



CAMERON PARK COMMUNITY SERVICES DISTRICT

2502 Country Club Drive
Cameron Park, CA 95682
(530) 677-2231 Phone
(530) 677-2201 Fax
www.cameronpark.org

AGENDA

Regular Board of Directors' Meetings are held
Third Wednesday of the Month

REGULAR BOARD MEETING
Wednesday, August 19, 2020
6:30 p.m.

TELECONFERENCE ZOOM MEETING
<https://us02web.zoom.us/j/87083824486>

Meeting ID: 870 8382 4486

(Teleconference/Electronic Meeting Protocols are attached)

Board Members

Monique Scobey	President
Eric Aiston	Vice President
Felicity Carlson	Board Member
Ellie Wooten	Board Member
Holly Morrison	Board Member

AGENDA

CALL TO ORDER

1. Roll Call
 2. Pledge of Allegiance
-

Public testimony will be received on each agenda item as it is called. Principal party on each side of an issue is allocated 10 minutes to speak, individual comments are limited to 3 minutes except with the consent of the Board; individuals shall be allowed to speak on an item only once. Members of the audience are asked to volunteer their name before addressing the Board. The Board reserves the right to waive said rules by a majority vote.

ADOPTION OF THE AGENDA

The Board will make any necessary additions, deletions, or corrections to the Agenda and motion to adopt the Agenda.

3. Adopt the Agenda
-

RECOGNITIONS AND PRESENTATIONS

Board of Directors expresses appreciation to members of the community, District staff, or the Board for extra efforts as volunteers, committee members or community-minded citizens.

Recognition of Service to the District – Kate Magoolaghan

OPEN FORUM FOR NON-AGENDA ITEMS

Members of the public may speak on any item not on the agenda that falls within the jurisdiction of the Board of Directors.

APPROVAL OF CONSENT AGENDA

The following Consent Agenda items are considered routine and will be acted upon by the Board without discussion with one vote. Any item may be removed from the Consent Agenda by a Board member or a member of the audience and placed under General Business #8 to be discussed and acted upon individually.

4. Conformed Agenda – Board of Directors Meeting July 15, 2020
 5. General Manager’s Report
 6. **APPROVE** Budget Preparation Policy 3020
 7. **RECEIVE AND FILE** Annual Disclosure of Board of Directors and Employee Reimbursements
-

GENERAL BUSINESS

For purposes of the Brown Act §54954.2 (a), items below provide a brief description of each item of business to be transacted or discussed. Recommendations of the staff, as shown, do not prevent the Board from taking other action.

8. Items removed from the Consent Agenda for discussion
9. **PUBLIC HEARING – APPROVE** Fiscal Year 2020-21 Budget and **APPROVE** Resolution 2020-17 Adopting the Cameron Park Community Services District Fiscal Year 2020-21 Budget
10. **PUBLIC HEARING – APPROVE** Resolution 2020-18 Approving an Amendment to the Agreement Between Cameron Park Community Services District and Waste Connection of California, Inc. doing business as El Dorado Disposal Services, and Establishing Rates for the Collection of Solid Waste within the Cameron Park Community Services District
11. **PUBLIC HEARING – APPROVE** Resolution 2020-19 Stating the Purposes and Fixing the Amount of Money to be Raised by Taxation to the District to Pay Voter Approved Debt for the Fiscal Year 2020-21 and Setting the Tax Rate

BOARD INFORMATION ITEMS

At this time, the Board and staff are provided the opportunity to speak on various issues. Direction by the President may be given; however, no action may be taken unless the Board agrees to include the matter on a subsequent agenda.

12. General Matters to/from Board Members and Staff
 - Upcoming Trainings & Community Meetings
 - Special District Leadership Academy – 4 virtual modules (monthly, dates vary)
 - CSDA Virtual Workshop: Financial Management for Special Districts – Tuesday, August 18th & Wednesday, August 19th from 9am-12pm each day
13. Local Area Formation Commission (LAFCO)
14. Committee Reports
 - a. Budget & Administration
 - b. Covenants, Conditions & Restrictions (CC&R)
 - c. Fire & Emergency Services
 - d. Parks & Recreation
 - e. Solar Energy Ad Hoc

AGENDA

ADJOURNMENT

Please contact the District office at (530) 677-2231 or admin@cameronpark.org if you require public documents in alternate formats or accommodation during public meetings. For the public's information, we are now taking email requests at admin@cameronpark.org for future notification of Cameron Park Community Services District meetings.



Teleconference/Electronic Meeting Protocols

Cameron Park Community Services District

(Effective April 2, 2020)

WHEREAS, on March 4, 2020, Governor Newsome proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS, March 17, 2020, Governor Newsome issued Executive Order N-29-20 suspending parts of the Brown Act that required in-person attendance of Board members and citizens at public meetings; and

WHEREAS, on March 19, 2020, Governor Newsome issued Executive Order N-33-20 directing most individuals to shelter at home or at their place of residence.

NOW, THEREFORE, the Cameron Park Community Services District will implement the following protocols for its Board and committee meetings.

The guidance below provides useful information for accessing Cameron Park Community Services District (“District”) meetings remotely and establishing protocols for productive meetings.

BOARD AND COMMITTEE MEMBERS:

- **Attendance.** Board and Committee Members should attend District meetings remotely from their homes, offices, or an alternative off-site location. As per the Governor’s updated Executive Order N-29-20, there is no longer a requirement to post agendas at or identify the address of these locations.
- **Agendas.** Agenda packages will be made available on the District’s website. They will also be sent by email to all Board and Committee Members. Note that under the circumstances, District staff may not be able to send paper packets.
- **Board and Committee Member Participation.** Meeting Chair(s) will recognize individual Board and Committee Members and unmute their device so that comments may be heard or will read comments if they are provided in writing only.

PUBLIC PARTICIPATION:

- **Attendance.** The District’s office will remain closed to the public until further notice. Members of the public will be able to hear and/or see public meetings via phone, computer, or smart device. Information about how to observe the meeting is listed on the agenda of each meeting.
- **Agendas.** Agendas will be made available on the District’s website and to any members of the public who have a standing request, as provided for in the Brown Act.
- **Public Participation.** The public can observe and participate in a meeting as follows:
 - **How to Observe the Meeting:**
 - **Telephone:** Listen to the meeting live by calling Zoom at (669) 900-6833 or (346) 248 7799. Enter the Meeting ID# listed at the top of the applicable Board or Committee agenda followed by the pound (#) key. More phone numbers can be found on Zoom’s website at <https://us04web.zoom.us/j/91011220960> if the line is busy.
 - **Computer:** Watch the live streaming of the meeting from a computer by navigating to the link listed at the top of the applicable Board or Committee agenda using a computer with internet access that meets Zoom’s system requirements (<https://support.zoom.us/hc/en-us/articles/201362023-System-Requirements-for-PC-Mac-and-Linux>)
 - **Mobile:** Log in through the Zoom mobile app on a smartphone and enter the Meeting ID# listed at the top of the applicable Board or Committee agenda.
 - **How to Submit Public Comments:**
 - **Before the Meeting:** Please email your comments to admin@cameronpark.org, with “Public Comment” in the subject line. In the body of the email, include the agenda item number and title, as well as your comments. If you would like your comment to be read aloud at the meeting (not to exceed 3 minutes at staff’s cadence), prominently write “Read Aloud at Meeting” at the top of the email. Emails running longer than the time limit will not be finished. All comments received at least 2 hours prior to the meeting on the day the meeting will be held, will be included as an agenda supplement on the District’s website

under the relevant meeting date, and provided to the Directors/Committee Members at the meeting. Comments received after that time will be treated as contemporaneous comments.

- **Contemporaneous Comments:** During the meeting, the Board President/Committee Chair or designee will announce the opportunity to make public comments. If you would like to make a comment during this time, you may do so by clicking the “raise hand” button. You will be addressed and un-muted when it is your turn to speak (not to exceed the 3 minute public comment time limit).

FOR ALL PARTICIPANTS:

- **Get Connected:** Please download Zoom application for your device and familiarize yourself with how to utilize this tool. There is no cost for using the application.
- **Ensure Quiet.** All audience members will be muted during the meeting until they are addressed by the Board/Committee as their time to speak. Please make every effort to find a location with limited ambient noise. Please turn off the ringer on your phone and other notification sounds on your devices to reduce interruptions.

We anticipate that this process of moving to remote meetings will likely include some challenges. Please bear with us as we navigate this process.



CAMERON PARK COMMUNITY SERVICES DISTRICT

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CONFORMED AGENDA

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Third Wednesday of the Month

REGULAR BOARD MEETING
Wednesday, July 15, 2020
6:30 p.m.

TELECONFERENCE ZOOM MEETING
<https://us02web.zoom.us/j/84259922211>

Meeting ID: 842 5992 2211

(Teleconference/Electronic Meeting Protocols are attached)

Board Members

Monique Scobey	President
Eric Aiston	Vice President
Felicity Carlson	Board Member
Ellie Wooten	Board Member
Holly Morrison	Board Member

CONFORMED AGENDA

CALL TO ORDER – 6:34pm

1. Roll Call – MS/EA/FC/HM (EW was absent)
 2. Pledge of Allegiance
-

Public testimony will be received on each agenda item as it is called. Principal party on each side of an issue is allocated 10 minutes to speak, individual comments are limited to 3 minutes except with the consent of the Board; individuals shall be allowed to speak on an item only once. Members of the audience are asked to volunteer their name before addressing the Board. The Board reserves the right to waive said rules by a majority vote.

ADOPTION OF THE AGENDA

The Board will make any necessary additions, deletions, or corrections to the Agenda and motion to adopt the Agenda.

3. Adopt the Agenda

Motion to adopt the Agenda.

FC/HM – Motion Passed

Ayes – MS, EA, FC, HM

Noes – None

Absent – EW

Abstain – None

RECOGNITIONS AND PRESENTATIONS

Board of Directors expresses appreciation to members of the community, District staff, or the Board for extra efforts as volunteers, committee members or community-minded citizens.

El Dorado County COVID-19 Update

(Don Ashton, Chief Administrative Officer & Nancy Williams, County Health Officer)

OPEN FORUM FOR NON-AGENDA ITEMS

Members of the public may speak on any item not on the agenda that falls within the jurisdiction of the Board of Directors.

CONFORMED AGENDA

APPROVAL OF CONSENT AGENDA

The following Consent Agenda items are considered routine and will be acted upon by the Board without discussion with one vote. Any item may be removed from the Consent Agenda by a Board member or a member of the audience and placed under General Business #8 to be discussed and acted upon individually.

4. Conformed Agenda – Board of Directors Meeting June 17, 2020
5. Conformed Agenda – Board of Directors Meeting June 24, 2020
6. Conformed Agenda – LLAD Ad Hoc Committee Meeting July 6, 2020
7. General Manager’s Report

Motion to adopt the Conformed Agenda with the following correction:

- *Item #5, page 5 under MS Matters to/from – change “Citizens Climbing Lobby” to “Citizens Climate Lobby”.*

FC/EA – Motion Passed

Ayes – MS, EA, FC, HM

Noes – None

Absent – EW

Abstain – None

GENERAL BUSINESS

For purposes of the Brown Act §54954.2 (a), items below provide a brief description of each item of business to be transacted or discussed. Recommendations of the staff, as shown, do not prevent the Board from taking other action.

8. Items removed from the Consent Agenda for discussion
9. **PUBLIC HEARING** - El Dorado Disposal/Waste Connections Proposed Amendment and Rate Adjustment
 - *Opened Public Hearing for public comment; closed Public Hearing. Item continued to next month’s Board of Directors Meeting in anticipation of further information from El Dorado County Board of Supervisors.*
10. **RECEIVE & FILE** Landscaping and Lighting Assessment District Ad Hoc Committee Final Report

CONFORMED AGENDA

11. **PUBLIC HEARING - APPROVE** Resolution 2020-16 Approving Engineer's Report, Confirming Diagram and Assessment, and Directing Auditor of El Dorado County to Continue and to Collect Assessment for the Fiscal Year 2020-21

Motion to approve Resolution 2020-16 Approving Engineer's Report, Confirming Diagram and Assessment, and Directing Auditor of El Dorado County to Continue and to Collect Assessment for the Fiscal Year 2020-21

HM/FC – Motion Passed

Ayes – MS, EA, FC, HM

Noes – None

Absent – EW

Abstain – None

12. **APPROVE** Response to El Dorado County Grand Jury 19-06 West Slope Protection Update

Motion to approve Response to El Dorado County Grand Jury 19-06 West Slope Protection Update as noted in the cover report.

EA/MS – Motion Passed

Ayes – MS, EA, FC

Noes – None

Absent – EW

Abstain – HM

BOARD INFORMATION ITEMS

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13. General Matters to/from Board Members and Staff

- Upcoming Trainings & Community Meetings
 - Special District Leadership Academy – Tuesday, August 25th & Wednesday, September 16th (virtual modules #1 & #2), or September 27th (in-person – all 4 modules, South Lake Tahoe)
 - CSDA Webinar: Why Diversity & Inclusion Matters – Tuesday, July 28th 1:00-2:00pm
 - CSDA Virtual Bingo – Thursday, August 6th 3:00-4:30pm
 - CSDA Virtual Workshop: Financial Management for Special Districts – August 18th & 19th 9:00am-12:pm (each day)

CONFORMED AGENDA

JR – gave COVID update on operations at the District.

EA – commented that it was good to see the community at the pool, gym, and the sports fields.

FC – encouraged everyone be cautious regarding the pandemic.

14. Local Area Formation Commission (LAFCO)

15. Committee Reports

- a. Budget & Administration
- b. Covenants, Conditions & Restrictions (CC&R)
- c. Fire & Emergency Services
- d. Parks & Recreation
- e. Solar Energy Ad Hoc
- f. Landscaping & Lighting Assessments Districts (LLAD) Ad Hoc

PUBLIC COMMENT

At this time, members of the public may speak on any closed session agenda item. Closed sessions may be called as necessary for personnel, litigation, and labor relations or to meet the negotiator prior to the purchase, sale, exchange, or lease of real property. Members of the public may address the Board prior to closing the meeting.

CONVENE TO CLOSED SESSION

The Board will recess to closed session to discuss the following item(s):

Pursuant to California Government Code §54956.9

Conference with Legal Counsel – Existing Litigation (1 case)

RECONVENE TO OPEN SESSION AND REPORT OUT OF CLOSED SESSION

Pursuant to Government Code §54957.1, the legislative body of any local agency shall publicly report any action taken in closed session and the vote or abstention of every member present thereon.

- *The Board discussed in closed session the items agendized for closed session discussion and direction was given to staff.*
-

ADJOURNMENT – 9:35pm

CONFORMED AGENDA

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Agenda Transmittal

DATE: August 19, 2020

FROM: Jill Ritzman, General Manager

AGENDA ITEM #5: GENERAL MANAGER'S REPORT

RECOMMENDED ACTION: RECEIVE AND FILE

Collectively, staff is re-grouping about COVID work plans and status of District operations. When staff developed work plans last March, it was based upon a concept that precautions for the pandemic would last a few months. Now that we're five months into the pandemic, and realizing it may be another six months or more before precautions are lifted, staff is re-evaluating our operations to be sure that the District is protecting residents, connecting with community members, and keeping staff and residents safe.

The first all-staff meeting was held in July via Zoom, a new experience for many staff who connected from their work cell phone while sitting in their District vehicle. It was great fun to have everyone together. Mike Grassle provided a presentation about the District's draft Park Improvement Plan. The leadership team, comprised of the District managers and supervisors, began meeting in person appropriately socially distanced. While remote access serves an important purpose, we all agreed that more thorough and productive conversations occur in-person.

The District joined the El Dorado County Senior Services Ad Hoc Work Group. Staff has experienced difficulty in connecting with seniors during the pandemic, it is our hope that additional partnerships and resources will help bridge the gap. I also attended the Commission on Aging meeting held via Zoom. During the meeting, a Public Hearing was held regarding the County's Area 4 Plan which outlines priorities and how the County will implement senior services.

The Community Center is receiving some very important, low-cost wayfinding improvements. Entry doors are being labeled clearly, especially Classrooms A and B that

now have extra-large signage able to be seen from the entrance. Sign, Banner, Print is the vendor working with staff. The project is progressing slowly due to COVID.

Registration with the federal government for funding is finally complete. The FEMA invoice for the District's COVID expenses can now be submitted. The County Board of Supervisors allocated \$6,776 to the District, presumably for the District's request for a 25% match to FEMA funding and sick leave funding. County staff have not contacted the District yet regarding the details and requirements of the allocation.

Parks

Staff was pleased to work with the Parks and Recreation Committee to finalize the Park Improvement Plan in preparation for a Board presentation in September. Staff and Felicity Carlson met with the Rotary Club to discuss the plan and how Rotary can support the Plan, now and into the future. Staff is also researching improvements needed on the District's sports fields to bring the fields up to industry standards. This project description and costs will be an additional element for the Park Improvement Plan discussion.

The District's Parks Department participated in the "July is Parks and Rec Month" campaign with the National Recreation and Parks Association. Parks Departments from around the country highlighted Parks staff with the #WeareParksandRec. District staff shared their thoughts and stories about working in the park system and interacting with park users. This endeavor was coordinated by the Recreation staff and great fun was had by all, including residents who enjoyed their stories.

Recreation

Aquatics programming is expanding and fully embraced by community members. Aqua Body Strong classes are filling fast, and provide a safe way for adults and seniors to exercise. Private swim lessons for individuals and families are popular as well. The number of adult lap swimmers has more than doubled. Sierra Sharks finished their short season last week, and AquaSol continues with their training. The lifeguard team has received numerous compliments about their positivity and professionalism.

The Virtual Recreation Center is becoming more popular, and receiving great compliments from those who have participated. Virtual Cookie Decorating had ten youth

participate; Minute to Win It Challenge had only two youth (but they had an awesome time); Puzzle Palooza had four families compete to assemble a puzzle in an hour; three families participated in the Photo Scavenger Hunt and a DIY Fishing Tournament is happening this week. Staff is working with Senior Nutrition to organize another Bingo event. While attendance has been low, interest is growing as word spreads about the fun.

Fire Department

The Fire Department received two grants for replacement of aged radios and heart monitors! A great job by Fire staff who wrote and submitted the grants.

Staff is taking final steps on an environmental document for fire fuel reduction projects funded by the CA Climate Investment grant. The environmental document will be presented to the Fire Committee in September, and then the Board of Directors.

Staff continues to work with contractors regarding the plans and specifications for the Training Tower base work, for presentation to the Fire Committee and Board of Directors.

A meeting was held with the property owner who was appealing the weed abatement ordinance lien. The property boundaries were determined and a payment plan (outside of the lien process) was developed for payment of fees.

CC&R Office

The District is in the process of recruiting a new CC&R Officer. Initial panel interviews were conducted with the chairs of the CC&R and ARC Committees. Staff is hopeful to hire a qualified individual by the end of the month. Mike Grassle and Niki Garrison assumed responsibility for Architectural Review. CC&R complaints are being taken through the District website, and will be addressed in the order received and according to the established priority list as soon as the position is filled.

Solar Energy Ad Hoc Committee

ARC Consultants and staff have met several times in the past few months. Three proposals were received from solar vendors. They are now investigating financing options, including a power purchase agreement with the vendor, financing with Umpqua bank, and a government low-interest loan program. The proposals and financing options will be provided to the Committee in the next few weeks.



*Cameron Park
Community Services District*

Agenda Transmittal

DATE: August 19, 2020

FROM: Jill Ritzman, General Manager

AGENDA ITEM #6: **POLICY 3020 – BUDGET PREPARATION, PROPOSED REVISION**

RECOMMENDED ACTION: APPROVE

Background

In July, the Landscaping and Lighting Assessment District (LLAD) Ad Hoc Committee provided their final report to the Board of Directors. The Committee recommended that Policy 3020 – Budget Preparation, be revised to more accurately reflect the budget development process, roles and responsibilities of staff and the Board.

LLAD Ad Hoc Committee

The LLAD Ad Hoc Committee met on July 6 to finalize their work with staff and their report to the Board of Directors. The Committee recommends that the Board approve revisions to Policy 3020 – Budget Preparation (Attachment 6A).

Attachment

6A – Policy 3020 Budget Preparation in track changes

Cameron Park Community Services District

POLICY HANDBOOK

POLICY TITLE: Budget Preparation

POLICY NUMBER: 3020

~~3020.1 An annual budget proposal shall be prepared by the General Manager.~~

3020.1 The Board of Directors shall approve a Preliminary budget for all funds, General and Special Funds, by June 30 and a Final budget for all funds to be appropriated by September 1 to meet state legal requirements.

3020.2 The Board of Directors shall approve Preliminary and Final Landscaping and Lighting District budgets in an Engineer's Report to meet annual tax assessment requirements.

3020.3 The General Manager shall propose a budget development calendar for the District's Preliminary and Final budgets for all District funds, which will be approved by the Board of Directors.

3020.4 The General Manager shall prepare an annual Preliminary and Final budget proposal for all District Funds for appropriation.

~~3020.25 Prior to review by the Board of Directors, t~~he Board's standing Budget and Administration Finance Committee shall meet with the General Manager and review his/her annual budget proposals prior to review by the Board of Directors.

~~3020.36 The annual proposed annual Preliminary and Final budgets as reviewed and amended by the Budget and Administration Finance Committee shall be forwarded to the Board of Directors for final review and adoption. reviewed by the Board at its regular meeting in May.~~

~~3020.4 The proposed annual budget as amended by the Board during its review shall be adopted at its regular meeting in June.~~

*Cameron Park
Community Services District*



Agenda Transmittal

DATE: August 19, 2020

FROM: Vicky Neibauer, Finance/HR Officer

AGENDA ITEM #7: **ANNUAL DISCLOSURE OF BOARD OF DIRECTORS AND EMPLOYEE REIMBURSEMENT**

RECOMMENDED ACTION: RECEIVE AND FILE

Section 53065.5 of the California Government Code requires special districts to disclose any reimbursement paid to Board Members and employees by Cameron Park Community Services District (District) in the preceding Fiscal Year of at least \$100 for each individual charge for services or products received. The disclosure requirement is fulfilled by including the reimbursement information in a document published and made available for public inspection at least annually.

The attached report includes individual charges for services or products received of at least \$100 for the Fiscal Year 2019-20. The report will be posted on the District webpage as well as the District Information Board to fulfill the “publishing and availability for public inspection” requirement. Posting to the District website also meets a requirement for the District Transparency Certificate of Excellence from the California Special District Association.

The Budget and Administration Committee reviewed the report and supported forwarding to the Board of Directors.

Attachments:

7A - Board Member Reimbursement Report

7B - Employee Reimbursement Report

Cameron Park Community Services District

Vendor Activity

From 7/1/2019 Through 6/30/2020

Effective Date	Payee	Document Description	Expenses
7/18/2019	Ellamae J. Wooten	Director's Comp. Mtgs 06/24, 26 & 07/01, 17	400.00
8/22/2019	Ellamae J. Wooten	Dir Comp Mtgs 08/05,21	200.00
9/19/2019	Ellamae J. Wooten	Dir Comp Mtgs 09/10,16,18	300.00
10/17/2019	Ellamae J. Wooten	Dir Comp Mtgs 10/01, 16 2019	200.00
11/21/2019	Ellamae J. Wooten	Dir Comp Mtgs 11/04,04,20	300.00
12/19/2019	Ellamae J. Wooten	Dir Comp Mtgs 12/02, 12/18	200.00
1/23/2020	Ellamae J. Wooten	Dir Comp Mtgs 01/06,15	200.00
2/20/2020	Ellamae J. Wooten	DC Mtgs 02/03,02/04,02/19/20	300.00
3/24/2020	Ellamae J. Wooten	Dir Comp Mtgs 02/25, 03/02, 03/18	300.00
4/16/2020	Ellamae J. Wooten	Dir Comp Mtg 04/15/20	100.00
5/21/2020	Ellamae J. Wooten	Dir Comp Mtgs 05/04, 05/05, 05/20/20	300.00
			2,800.00
	Total Ellamae J. Wooten		2,800.00
7/25/2019	Eric William Blodgett Aiston	Dir Comp for mtgs 06/26, 07/02, 17 2019	300.00
8/22/2019	Eric William Blodgett Aiston	Dir Comp Mtgs 08/06,21	200.00
9/19/2019	Eric William Blodgett Aiston	Dir Comp Mtgs 09/03,10,18	300.00
10/17/2019	Eric William Blodgett Aiston	Dir Comp Mtgs 10/01,16 2019	200.00
11/21/2019	Eric William Blodgett Aiston	Dir Comp Mtgs 11/05, 20	200.00
12/19/2019	Eric William Blodgett Aiston	Dir Comp Mtgs 12/03,18	200.00
1/23/2020	Eric William Blodgett Aiston	Dir Comp Mtgs 01/07,07,15	300.00
2/20/2020	Eric William Blodgett Aiston	DC mtgs 02/04, 02/19/20	200.00
3/23/2020	Eric William Blodgett Aiston	Dir Comp Mtgs 02/25, 03/03, 03/18	300.00
6/30/2020	Eric William Blodgett Aiston	Dir Comp Mtgs 06/02,17,24 FY 19/20	300.00
			2,500.00

Cameron Park Community Services District

Vendor Activity

From 7/1/2019 Through 6/30/2020

Effective Date	Payee	Document Description	Expenses
	Total Eric William Blodgett Aiston		2,500.00
7/25/2019	Felicity Wood Carlson	Dir Comp for mtgs 06/24, 26 & 07/01/19	300.00
8/22/2019	Felicity Wood Carlson	Dir Comp Mtgs 08/05,06,21	300.00
9/19/2019	Felicity Wood Carlson	Dir Comp Mtgs 09/10, 18	200.00
10/17/2019	Felicity Wood Carlson	Dir Comp mtgs 10/08,16 2019	200.00
11/21/2019	Felicity Wood Carlson	Dir Comp mtgs 11/04,05,20	300.00
12/19/2019	Felicity Wood Carlson	Dir Comp Mtgs 12/02,3,18	300.00
1/23/2020	Felicity Wood Carlson	Dir Comp Mtgs 01/06,06,15	300.00
2/20/2020	Felicity Wood Carlson	DC Mtgs 02/03,02/03,02/19/20	300.00
3/30/2020	Felicity Wood Carlson	Dir Comp Mtgs 02/25,03/02,03/18	300.00
4/15/2020	Felicity Wood Carlson	Dir Comp Mtg 04/15/20	100.00
5/31/2020	Felicity Wood Carlson	Dir Comp Mtgs 05/04,04,20	300.00
6/29/2020	Felicity Wood Carlson	Dir Comp Mtgs 06/17 & 06/24/20	200.00
			3,100.00
	Total Felicity Wood Carlson		3,100.00
7/18/2019	Holly Morrison	Director's Comp. Mtgs 06/24,26 & 07/01,17	400.00
8/22/2019	Holly Morrison	Dir Comp Mtgs 08/05,06,21	300.00
9/19/2019	Holly Morrison	Dir Comp Mtgs 09/09,10,18	300.00
10/17/2019	Holly Morrison	Dir Comp Mtgs 10/07,08,10 2019	300.00
11/21/2019	Holly Morrison	Dir Comp Mtgs 11/04,05,20	300.00
12/19/2019	Holly Morrison	Dir Comp Mtgs 12/03, 12/18 (x2)	300.00
1/23/2020	Holly Morrison	Dir Comp Mtgs 01/06,15	200.00
2/20/2020	Holly Morrison	DC Mtgs 02/03, 02/19/20	200.00
3/23/2020	Holly Morrison	Dir Comp Mtgs 02/25,03/02,03/18	300.00
	Total Holly Morrison		2,600.00

Cameron Park Community Services District
 Check/Voucher Register - Check Register
 Jill Ritzman
 From 7/1/2019 Through 6/30/2020

<u>Check Date</u>	<u>Name</u>	<u>Check Amount</u>	<u>Description</u>
7/3/2019	Jill Ritzman	100.00	Cell Allowance - July 2019
8/1/2019	Jill Ritzman	100.00	Cell Allowance - August 2019
9/5/2019	Jill Ritzman	100.00	Cell Allowance - September 2019
9/5/2019	Jill Ritzman	770.45	Reimb Soc Sec refund IRS Nov/Dec Q4 2017 Amended 941
9/19/2019	Jill Ritzman	154.44	Helm Retirement framed photo - Reimb
10/3/2019	Jill Ritzman	100.00	Cell Allowance - October 2019
11/7/2019	Jill Ritzman	100.00	Cell Allowance - Nov. 2019
12/5/2019	Jill Ritzman	100.00	cell allowance Dec 2019
1/9/2020	Jill Ritzman	100.00	Cell allowance - Jan. 2020
1/30/2020	Jill Ritzman	168.27	Staff Dev/Trng lunch - Reimb for 01/24/20
2/6/2020	Jill Ritzman	100.00	Cell Allowance - Feb 2020
3/5/2020	Jill Ritzman	100.00	Cell allowance - March 2020
4/2/2020	Jill Ritzman	100.00	Cell Allowance - April 2020
5/7/2020	Jill Ritzman	100.00	Cell allowance May 2020
6/4/2020	Jill Ritzman	100.00	Cell Allowance - June 2020
	Total Jill Ritzman	2,293.16	

Cameron Park Community Services District
Check/Voucher Register - Check Register
Laura Sanders-Ito
From 7/1/2019 Through 6/30/2020

<u>Check Date</u>	<u>Name</u>	<u>Check Amount</u>	<u>Description</u>
9/5/2019	Laura Sanders-Ito	109.12	Mileage/Parking Reimb July & Aug 2019
	Total Laura Sanders-Ito	109.12	

Cameron Park Community Services District
 Check/Voucher Register - Check Register
 Michael Grassle
 From 7/1/2019 Through 6/30/2020

<u>Check Date</u>	<u>Name</u>	<u>Check Amount</u>	<u>Description</u>
7/3/2019	Michael Grassle	100.00	Cell Allowance - July 2019
7/11/2019	Michael Grassle	161.24	Mileage Reimb - June 2019
8/1/2019	Michael Grassle	100.00	Cell Allowance - August 2019
8/8/2019	Michael Grassle	125.28	mileage reimb - July 2019
9/5/2019	Michael Grassle	100.00	Cell Allowance - September 2019
10/3/2019	Michael Grassle	100.00	Cell Allowance - October 2019
10/17/2019	Michael Grassle	102.08	Mileage Reimb - Sept. 2019
11/7/2019	Michael Grassle	100.00	Cell Allowance - Nov. 2019
12/5/2019	Michael Grassle	100.00	cell allowance Dec 2019
1/9/2020	Michael Grassle	100.00	Cell allowance - Jan 2020
2/6/2020	Michael Grassle	100.00	Cell Allowance - Feb 2020
3/5/2020	Michael Grassle	100.00	Cell allowance - March 2020
4/2/2020	Michael Grassle	100.00	Cell Allowance - April 2020
5/7/2020	Michael Grassle	100.00	Cell allowance May 2020
6/4/2020	Michael Grassle	100.00	Cell Allowance, June 2020
	Total Michael Grassle	1,588.60	

Cameron Park Community Services District
 Check/Voucher Register - Check Register
 Whitney Kahn
 From 7/1/2019 Through 6/30/2020

Check Date	Name	Check Amount	Description
3/13/2020	Whitney Kahn	100.00	Cell Phone Allowance, March 2020 (first)
4/2/2020	Whitney Kahn	100.00	Cell Allowance - April 2020
5/7/2020	Whitney Kahn	100.00	Cell Allowance May 2020
6/4/2020	Whitney Kahn	100.00	Cell Allowance - June 2020
	Total Whitney Kahn	400.00	
Report Total		4,390.88	

Cameron Park Community Services District
 Check/Voucher Register - Check Register
 From 7/1/2019 Through 6/30/2020

<u>Check Date</u>	<u>Payee</u>	<u>Check Amount</u>	<u>Description</u>
9/19/2019	Brett Lanning	150.00	Work Boots - Reimb 09/10/19
	Total Brett Lanning	150.00	
4/23/2020	Jose Cortes	150.00	Boot reimbursement, parks emp 04/16/20
	Total Jose Cortes	150.00	
Report Total		300.00	



Agenda Transmittal

DATE: August 19, 2020

FROM: Vicky Neibauer, Finance/HR Officer

AGENDA ITEM #9: **PUBLIC HEARING – APPROVE PROPOSED FINAL FISCAL YEAR 2020-2021 BUDGETS FOR GENERAL FUND 001 AND SPECIAL FUNDS**

RECOMMENDED ACTION: **APPROVE FISCAL YEAR 2020-21 BUDGET AND APPROVE RESOLUTION 2020-17**

INTRODUCTION

The Board of Directors approved a Preliminary Budget for Fiscal Year (FY) 2020-21 in June 2020. This report summarizes budget updates from the Preliminary to Final Budgets for the funds listed below. The purpose of the changes is to update budget for accuracy based on updated project costs, last year's actual costs and updated costs from vendors.

- Fund 01 - General Fund;
- Fund 80 - Recreation Facilities and Parks Reserves;
- Fund 07 – Fire and Emergency Services Reserves;
- Landscaping and Lighting Special Districts various funds.

By law, the annual Final Budget must be approved by September 1st. The FY 2020-21 Final Budget should be considered a “Base Budget” and does not consider impacts from the COVID-19 Pandemic. Staff intends to present any necessary adjustments at Mid-Year for approval by the Board of Directors. Staff anticipates bringing FY 2019-20 unaudited actuals in September.

BUDGET AND ADMINISTRATION COMMITTEE

The Budget and Administration Committee reviewed the report and supported forwarding to the Board of Directors for consideration.

DISCUSSION

Fund 01 - General Fund Summary

The Final Budget includes expenditures of \$6,697,150 with offsetting revenues, including Property Tax allocations of \$6,700,193, equating to a positive balance of \$3,043.

Property tax estimate remains at a conservative 3.4% increase. For the past three years, actual collections are trending at a higher annual percentage rate.

Employee Costs

The overall salary and benefit costs for all employees has a net decrease (\$9,025) from the Preliminary Budget. Budget changes are the result of:

- Increases in the CalPERS retirement rate, workers compensation costs, and health benefits,
- Eliminating Administration (Safety Coordinator/Backup Receptionist) and Weed Abatement part-time hours.

Cost of Professional Services increase (\$16,683) to fund the balance of the Solar Consultant for the remaining contract amount from FY 2019-20.

Cost of Misc Items decreases include:

- CalPERS Pension Unfunded liability decrease (\$4,731),
- Recreation program instructors decrease (\$3,194).

Landscaping and Lighting Assessment Districts (LLAD)

When developing the LLAD Budgets, staff considered the work of the LLAD Ad Hoc Committee. Better budget and accounting practices are being applied by staff, such as ensuring that utilities are being budgeted and charged appropriately to water and electricity. Staff applied strategies recommended by the Committee, which are reflected in the LLAD Budgets as well as the Engineer's Report which is used to develop the tax assessment.

After a careful review of the LLADs Preliminary budgets, adjustments to several line items were made for accuracy, especially addressing the reduction/addition to Utilities (net \$1,906 total change).

Special Funds

Fund 80 - Facilities and Parks Reserve Budget changes include increased expenditures for:

- The parks master plan contract balance from FY 2019-20 (\$4,694);
- The Energy Efficient LED lighting project costs and PG&E participation revenue (\$16,830) - cost to be reimbursed to Fund from utility savings.

Fund 07 - Fire and Emergency Reserve Budget changes include increased expenditures for:

- The Energy Efficient LED lighting project costs for Station 89 (\$13,044);
- Re-budget of new fire engine equipment from FY 2019-20 (\$33,357) - cost to be reimbursed to Fund from utility savings.

The Fire Department has been awarded a grant for heart monitors, which was budgeted; and radios which will be budgeted at Mid-Year when more details are available.

CONCLUSION

Over the past two fiscal years, staff worked very hard to analyze District operations and to provide a basis for a long-term sustainable budget. The District's budget will continue to evolve and change, as evidenced by the current COVID-19 pandemic. Staff acknowledges that more work is needed to reduce the operations budget further to adequately fund future necessary capital improvements. For FY 2020-21, staff is providing a balanced budget that is continuing the District's essential and priority programs and services.

Attachments:

9A – FY 2020-21 Final Budget Summary

9B – FY 2020-21 Fund Balance Summary, General Fund 01

9C – Cameron Park Community Services District FY2020-21 Final Budget Report

9D – Resolution 2020-17

Cameron Park Community Services District
 Final Budget Summary
 Fiscal Year 2020-2021
 August 19, 2020

Attachment 9A

	Operating Budget							
	*** Fixed Costs	Admin	Fire	Weed Ord	Parks	Comm Cntr	Recr	Total
Revenues - fees & other sources	-	228,200	1,210,000	91,120	132,263	209,894	501,655	2,373,132
Property Tax allocation	422,585	363,712	2,921,211	35,516	415,693	-	-	4,327,061
Sub-total Revenues	422,585	591,912	4,131,211	126,636	547,956	378,238	501,655	6,700,193
Expenditures	422,585	588,869	4,131,211	126,636	547,956	378,238	501,655	6,697,150
(over) under	-	3,043	-	-	-	-	-	3,043
% of Total Property Tax	10%	8%	68%	1%	10%	4%	0%	100%

Capital Asset Reserves	
Fire and Emergency	Recreation Facilities and Parks
347,000	11,652
-	-
347,000	11,652
975,391	25,576
(628,391)	(13,924)
0%	0%

*** Fixed Costs: Cal PERS retiree health and unfunded liability, insurance, dam monitoring & permitting, LAFCO, audit services

Cameron Park Community Services Center
Fund Balances - General Fund 01
Fiscal Year 2020-21

Attachment 9B

	Audited Fund Balances					Budgeted	
	Fiscal Year 2014-15	Fiscal Year 2015-16	Fiscal Year 2016-17	Fiscal Year 2017-18	Fiscal Year 2018-19	Fiscal Year 2019-20	Fiscal Year 2020-21
Fund Balance - Beginning	3,348,221	3,853,790	3,796,661	3,788,263	3,684,477	3,549,529	3,367,038
Excess (Deficit) of Revenues Over (Under) Expenditures	505,569	(57,129)	(8,398)	(103,786) *	(134,948) **	(182,491)	3,043
Fund Balance - Ending	<u>3,853,790</u>	<u>3,796,661</u>	<u>3,788,263</u>	<u>3,684,477</u>	<u>3,549,529</u>	<u>3,367,038</u>	<u>3,370,081</u>
Committed - Stabilization Reserve		65,000	65,000	65,000	65,000	65,000	65,000
Committed - Economic Uncertainies					400,000	400,000	400,000
Unassigned	<u>3,853,790</u>	<u>3,731,661</u>	<u>3,723,263</u>	<u>3,619,477</u>	<u>3,084,529</u>	<u>2,902,038</u>	<u>2,905,081</u>
Total Fund Balances	3,853,790	3,796,661	3,788,263	3,684,477	3,549,529	3,367,038	3,370,081

*The FY 2018-19 deficit is largely the result of a prior year negative revenue adjustment in the amount of \$112,963 (in other words, revenue in FY2016-17 was counted twice and could not be corrected because an audit had been completed; the correction had to be made in FY18-19).

**The FY 2019-20 budgeted deficit is representative of the funding needed from the undesignated fund balance for capital assets (not for operations) including a replacement fire engine. In FY 2020-21, capital assets are budgeted in Capital Asset Reserves, a special fund.

Cameron Park Community Services District
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
01 - General Fund
From 7/1/2020 Through 6/30/2021

Attachment 9C

		Prior Budget 2019-20 (07/01/2019 - 06/30/2020)	Preliminary Budget FY 2020-21	Final Budget Adjustments	Total Final FY 2020-21 Budget	Percentage change from Budget FY 2019-20 to FY 2020-21
Operating Revenue						
Property Taxes	4110	4,184,387.00	4,327,328.00	(267.00)	4,327,061.00	3.41%
Franchise Fees	4113	200,000.00	200,000.00	0.00	200,000.00	0.00%
Park Impact Fees	4115	52,000.00	0.00	0.00	0.00	(100.00)%
Quimby Fees	4120	28,554.00	0.00	0.00	0.00	(100.00)%
Fire Development	4125	10,000.00	0.00	0.00	0.00	(100.00)%
Fire Marshall Plan Review	4132	18,000.00	40,000.00	0.00	40,000.00	122.22%
Youth Classes	4145	38,000.00	0.00	0.00	0.00	(100.00)%
Adult Classes	4146	36,727.00	0.00	0.00	0.00	(100.00)%
Youth Sports	4147	100,000.00	0.00	0.00	0.00	(100.00)%
Adult Sports	4148	18,800.00	0.00	0.00	0.00	(100.00)%
Camp Revenues	4149	12,800.00	0.00	0.00	0.00	(100.00)%
Senior Programs	4153	12,000.00	0.00	0.00	0.00	(100.00)%
Recreation Program Revenue	4154	11,609.00	443,395.00	0.00	443,395.00	3,719.40%
Transfer In	4165	0.00	50,033.00	0.00	50,033.00	0.00%
Special Events	4170	25,000.00	0.00	0.00	0.00	(100.00)%
Park Lake Kiosk Revenues - V...	4180	21,012.00	0.00	0.00	0.00	(100.00)%
Lake Season Pass	4181	21,666.00	43,598.00	0.00	43,598.00	101.22%
Picnic Site Rentals	4182	27,436.00	1,595.00	0.00	1,595.00	(94.18)%
Summer Kids Camp	4183	42,000.00	0.00	0.00	0.00	(100.00)%
Cameron Park Lake Concessions	4184	3,250.00	0.00	0.00	0.00	(100.00)%
CC Facility Rentals	4185	129,114.00	60,304.00	0.00	60,304.00	(53.29)%
Gym Rentals	4186	33,650.00	27,030.00	0.00	27,030.00	(19.67)%
Pool Use Fees	4187	195,882.00	87,215.00	0.00	87,215.00	(55.47)%
Parks Fac Rev - Sports Fields	4190	27,061.00	35,642.00	0.00	35,642.00	31.70%
Donations	4250	1,000.00	0.00	0.00	0.00	(100.00)%
Sponsorships	4255	30,000.00	30,000.00	0.00	30,000.00	0.00%
JPA Reimbursable	4260	1,150,000.00	1,150,000.00	0.00	1,150,000.00	0.00%
Fire Apparatus Equip Rental	4262	100,000.00	10,000.00	0.00	10,000.00	(90.00)%
Reimbursement	4400	64,717.00	66,200.00	0.00	66,200.00	2.29%
Weed Abatement	4410	23,263.00	20,000.00	0.00	20,000.00	(14.02)%
Interest Income	4505	59,000.00	25,000.00	0.00	25,000.00	(57.62)%
Other Income	4600	121,592.00	12,000.00	0.00	12,000.00	(90.13)%
Grant - CI	4605	23,000.00	71,120.00	0.00	71,120.00	209.21%
Total Operating Revenue		6,821,520.00	6,700,460.00	(267.00)	6,700,193.00	(1.77)%
Expenditures						
Salaries - Perm, Part time	5000	648,646.00	767,255.00	(22,477.00)	744,778.00	18.28%

Cameron Park Community Services District
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
01 - General Fund
From 7/1/2020 Through 6/30/2021

Attachment 9C

		Prior Budget 2019-20 (07/01/2019 - 06/30/2020)	Preliminary Budget FY 2020-21	Final Budget Adjustments	Total Final FY 2020-21 Budget	Percentage change from Budget FY 2019-20 to FY 2020-21
Salaries - Seasonal	5010	157,170.00	110,540.00	0.00	110,540.00	(29.66)%
Overtime	5020	5,899.00	10,000.00	0.00	10,000.00	69.52%
Health Benefit	5130	108,174.00	107,075.00	5,290.00	112,365.00	(1.01)%
Retiree Health Benefit	5135	69,042.00	91,016.00	0.00	91,016.00	31.82%
Dental Insurance	5140	9,488.00	9,663.00	0.00	9,663.00	1.84%
Vision Insurance	5150	1,460.00	1,396.00	0.00	1,396.00	(4.38)%
CalPERS Employer Retirement	5160	220,831.00	194,784.00	2,880.00	197,664.00	(11.79)%
Worker's Compensation	5170	56,127.00	53,571.00	551.00	54,122.00	(4.55)%
FICA/Medicare Employer Cont...	5180	19,963.00	23,999.00	0.00	23,999.00	20.21%
UI/TT Contribution	5190	42,188.00	8,572.00	0.00	8,572.00	(79.68)%
Advertising/Marketing	5209	30,095.00	32,010.00	0.00	32,010.00	6.36%
Agriculture	5215	18,485.00	18,685.00	0.00	18,685.00	1.08%
Audit/Accounting	5220	47,500.00	30,000.00	0.00	30,000.00	(36.84)%
Bank Charge	5221	14,141.00	10,000.00	0.00	10,000.00	(29.28)%
Clothing/Uniforms	5230	8,360.00	7,985.00	0.00	7,985.00	(4.48)%
Computer Software	5231	28,483.00	21,900.00	0.00	21,900.00	(23.11)%
Computer Hardware	5232	47,758.00	5,500.00	0.00	5,500.00	(88.48)%
Contractual Services	5235	20,000.00	10,000.00	0.00	10,000.00	(50.00)%
Contractual - Provider Services	5236	3,710,059.00	4,059,061.00	0.00	4,059,061.00	9.40%
Contract Under Utilization	5237	0.00	(250,000.00)	0.00	(250,000.00)	0.00%
Contract Services - Other	5240	106,591.00	144,942.00	0.00	144,942.00	35.97%
Director Compensation	5250	13,700.00	18,000.00	0.00	18,000.00	31.38%
EDC Department Agency	5260	4,268.00	5,000.00	0.00	5,000.00	17.15%
Educational Materials	5265	6,845.00	12,850.00	0.00	12,850.00	87.72%
Elections	5270	0.00	12,000.00	0.00	12,000.00	0.00%
Equipment-Minor/Small Tools	5275	9,500.00	8,950.00	0.00	8,950.00	(5.78)%
Fire & Safety Supplies	5285	4,803.00	4,200.00	0.00	4,200.00	(12.55)%
Fire Prevention & Inspection	5290	1,800.00	1,200.00	0.00	1,200.00	(33.33)%
Fire Turnout Gear	5295	31,000.00	31,000.00	0.00	31,000.00	0.00%
Fire- Volunteer/Resident	5296	29,200.00	29,200.00	0.00	29,200.00	0.00%
Food	5300	4,117.00	4,500.00	0.00	4,500.00	9.30%
Fuel	5305	71,028.00	51,000.00	0.00	51,000.00	(28.19)%
Government Fees/Permits	5310	29,934.00	25,382.00	0.00	25,382.00	(15.20)%
Household Supplies	5315	26,701.00	32,500.00	0.00	32,500.00	21.71%
Instructors	5316	52,090.00	51,840.00	(3,194.00)	48,646.00	(0.47)%
Insurance	5320	103,500.00	132,300.00	0.00	132,300.00	27.82%
Legal Services	5335	14,250.00	15,000.00	0.00	15,000.00	5.26%
Maint. - Vehicle Supplies	5340	4,000.00	2,000.00	0.00	2,000.00	(50.00)%

Cameron Park Community Services District
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
01 - General Fund
From 7/1/2020 Through 6/30/2021

Attachment 9C

		Prior Budget 2019-20 (07/01/2019 - 06/30/2020)	Preliminary Budget FY 2020-21	Final Budget Adjustments	Total Final FY 2020-21 Budget	Percentage change from Budget FY 2019-20 to FY 2020-21
Maint. - Buildings	5345	50,495.00	26,500.00	0.00	26,500.00	(47.51)%
Maint. - Equipment	5350	46,668.00	55,600.00	0.00	55,600.00	19.13%
Maint. - Grounds	5355	86,488.00	62,500.00	0.00	62,500.00	(27.73)%
Maint. - Radio/Phones	5360	2,000.00	2,000.00	0.00	2,000.00	0.00%
Maint. - Tires & Tubes	5365	16,100.00	14,800.00	0.00	14,800.00	(8.07)%
Maint. - Vehicle	5370	21,000.00	25,250.00	0.00	25,250.00	20.23%
Medical Supplies	5375	766.00	700.00	0.00	700.00	(8.61)%
Memberships/Subscriptions	5380	9,445.00	10,410.00	0.00	10,410.00	10.21%
Mileage Reimbursement	5385	1,028.00	1,250.00	0.00	1,250.00	21.59%
Miscellaneous	5395	0.00	100.00	0.00	100.00	0.00%
Office Supplies/Expense	5400	10,848.00	10,700.00	0.00	10,700.00	(1.36)%
Pool Chemicals	5405	21,500.00	19,995.00	0.00	19,995.00	(7.00)%
Postage	5410	4,400.00	8,600.00	0.00	8,600.00	95.45%
Printing	5415	614.00	1,100.00	0.00	1,100.00	79.15%
Professional Services	5420	161,432.00	124,304.00	16,683.00	140,987.00	(22.99)%
Program Supplies	5421	25,242.00	38,779.00	0.00	38,779.00	53.62%
Publications & Legal Notices	5425	595.00	600.00	0.00	600.00	0.84%
Radios	5430	2,500.00	3,000.00	0.00	3,000.00	20.00%
Refund-Activity Pass	5431	1,500.00	0.00	0.00	0.00	(100.00)%
Rent/Lease - Bldgs, Fields, etc.	5435	30.00	0.00	0.00	0.00	(100.00)%
Rent/Lease - Equipment	5440	9,820.00	2,000.00	0.00	2,000.00	(79.63)%
Staff Development	5455	28,050.00	23,700.00	0.00	23,700.00	(15.50)%
Special Events	5465	4,238.00	0.00	0.00	0.00	(100.00)%
Phones/internet	5470	44,589.00	48,000.00	0.00	48,000.00	7.64%
Utilities - Water	5490	42,500.00	44,000.00	0.00	44,000.00	3.52%
Utilities - Electric/Gas	5492	168,350.00	196,000.00	0.00	196,000.00	16.42%
Vandalism	5500	2,000.00	1,200.00	0.00	1,200.00	(40.00)%
Cal Fire In Kind Purchases	5501	13,500.00	12,400.00	0.00	12,400.00	(8.14)%
Capital Equipment Expense	5625	451,117.00	0.00	0.00	0.00	(100.00)%
Transer Out	7000	0.00	59,053.00	0.00	59,053.00	0.00%
Total Expenditures		<u>7,004,011.00</u>	<u>6,697,417.00</u>	<u>(267.00)</u>	<u>6,697,150.00</u>	<u>(4.38)%</u>
Net Revenue Over Expenditures		<u>(182,491.00)</u>	<u>3,043.00</u>	<u>0.00</u>	<u>3,043.00</u>	<u>(101.66)%</u>

RESOLUTION No. 2020-17
of the Board of Directors
of the Cameron Park Community Services District
August 19, 2020

A RESOLUTION ADOPTING THE CAMERON PARK COMMUNITY SERVICES
DISTRICT FISCAL YEAR 2020-21 BUDGET

WHEREAS, a preliminary Fiscal Year 2020-21 Budget was adopted by this Board on June 17, 2020; and

WHEREAS, the Budget & Administration Committee reviewed the proposed Final Fiscal Year 2020-21 Budget; and

WHEREAS, proper notice was published accordance with the law, that said proposed Final Fiscal Year 2020-21 Budget was open for inspection and that a public hearing was be held on August 19, 2020, and interested taxpayers were given the opportunity to voice their opinions on the proposed Budget; and

WHEREAS, the Fiscal Year 2020-21 Budget has a beginning budgeted fund balance of \$3,367,038 and an ending balance of \$3,370,081; and

WHEREAS, the Fiscal Year 2020-21 Budget is due to the County of El Dorado by September 1, 2020;

NOW THEREFORE BE IT RESOLVED that the District adopts Attachment 9C, attached to this resolution and made part therein as the Cameron Park Community Services Fiscal Year 2020-21 Budget.

PASSED AND ADOPTED by the Board of Directors of the Cameron Park Community Services District at a regularly scheduled meeting held on the 19th day of August 2020 by the following vote of said Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Director Monique Scobey, President
Board of Directors

Jill Ritzman, General Manager
Secretary to the Board



Agenda Transmittal

DATE: August 19, 2020

FROM: Jill Ritzman, General Manager

AGENDA ITEM #10: **PUBLIC HEARING - EL DORADO DISPOSAL PROPOSED
CONTRACT AMENDMENT AND RATE ADJUSTMENT**

RECOMMENDED ACTION: **APPROVE RESOLUTION 2020-18**

RECOMMENDATION

Staff is recommending that the Board of Directors approve:

- Amendment to the Agreement between El Dorado Disposal/Waste Connections (EDD) and Cameron Park Community Services District (District); and
- Annual Rate Adjustment.

BUDGET AND ADMINISTRATION COMMITTEE

The Budget and Administration Committee met four times to discuss El Dorado Disposal's proposal for rate adjustments and contract amendment. Committee members reviewed and discussed current and historical rates, contract and contract amendments, diversion reports, franchise fees paid to the District, rate comparisons with other agencies, inventory of trucks assigned to Cameron Park, and diversion reports. After much consideration, the Committee supports the proposed contract amendment and rate adjustment and forwards to the Board of Directors for consideration.

BACKGROUND

The District and EDD executed an agreement for services in 2008. The District Board of Directors approved two Amendments, in 2010 and 2012. During this timeframe, the County conducted a study to determine whether or not it was in the best interests of the County to continue contracting with EDD or to competitively bid the franchise agreement. The independent study determined that continuing waste collection services with EDD was in the best interest of the County and other jurisdictions. The current agreement's term ends on February 28, 2023.

DISCUSSION

The following outlines items to be included in the proposed Contract Amendment (Attachment 10A) and a proposed rate adjustment (Attachment 10B).

Proposed Contract Amendment

The following are proposed changes outlined in the Contract Amendment (Attachment 10A):

- *New Cameron Park Recycling Facility/Buy-Back Center*

The most exciting news for Cameron Park residents is the new Recycling Collection Facility/Buy-Back Center located on the north side of Durock Road, near Robin Lane, to replace the existing location behind Bel Air. The capital investment is approximately \$135,000, and includes perimeter fencing to prevent illegal dumping and vandalism. Operating costs will include lease payments to the landowner, utilities, and one or two full-time employees. The new location will be safe, secure, and clean. The CA redemption program continues and expanded services include a year-round green waste drop-off to support the District's efforts for a fire safe community.

- *Christmas Tree Program*

For many years, and as a fundraiser for local Boy Scout troops, Boy Scout volunteers have collected Christmas Trees to raise donations, and placed the trees at Cameron Park Lake for disposal by the District. In addition to trees collected by Boy Scouts, residents bring their Christmas Trees and add to the pile. Disposing of trees is costly and burdensome for District staff, and a significant fire hazard if the hundreds of trees were not removed in a timely fashion. In 2019, EDD provided additional dumpsters to collect the trees and provided a means for efficient, safe removal. This practice will continue under the new Contract Amendment.

- *Curbside Green Waste Voucher Program*

The existing twice per year, scheduled curbside green waste pick up events will be replaced with a voucher system. Each resident receives two green waste vouchers, one for Spring and one for Fall, to be scheduled at their convenience. Green waste paper sacks (to be purchased by residents at local hardware stores) will replace plastic bags, which are not compostable and no longer permitted. Up to thirty compostable lawn/leaf bags will be allowed at each pick-up.

- *Material Recovery Facility (MRF) Expansion and Rebuild*

The MRF is undergoing renovations to: improve and expand customer services; increase safety to customers and employees; provide better control for noise, odor and litter; and ease on-site congestion. The renovated site consolidates material in an economically feasible way, contributes to diversion, and includes a community education center. The site improvements are critically needed for the next 20-40 years. All curbside material flows through the MRF, which is the only facility of its kind on the Western Slope.

- *Continued District Services and Support*

EDD will continue their \$14,500 donation to Summer Spectacular or another event designated by the District, and continue to support two community clean-up events in cooperation with the District (as allowable considering the pandemic). A voucher for one annual curbside bulky/trash pick-up is included in current services.

- *Ten year extension to 2033*

Staff and Committee is recommending that the agreement with EDD be extended by ten years, to June 2033. The extension provides EDD an opportunity to amortize capital investments at both the MRF and the new Cameron Park Recycle Center.

Annual Rate Adjustment

Staff recommends approval of the proposed Rate Adjustment beginning September 1, 2020 (Attachment 10B). Section 18 – Compensation (page 22) of the Agreement (Attachment 10C) outlines the timeline, procedure, and triggers for rate adjustments. Rates may be adjusted for Inflation/Deflation, Fuel Surcharge, and Extraordinary Circumstances, as long as performance standards have been met. EDD met and exceeded all customer service goals.

- *Recycling*

Recycle markets continue to decline, driving up the cost of addressing recyclable materials. In 2015, EDD received revenues of \$48.54/ton; EDD now pays \$98.02/ton to avoid landfilling the material – a swing of almost \$150. In years past, the rates have been allocated more heavily to businesses than to residents. To support businesses during the pandemic, the Committee is recommending that recycle rates be spread evening between businesses and residents. To enhance recycling of the correct materials and assist in lowering future recycling costs, EDD is changing performance standards to include

education and outreach activities. A new Residential Oops Cart Tagging Program provides immediate, direct feedback to residents.

- *Material Recovery Facility (MRF)*

Per County's request, EDD provided a third-party review and verification of the proposed MRF rate increase, and proposed fees were affirmed through the attached Commodity Revenue Analysis (Attachment 10D).

The proposed 2020 rate adjustments for the MRF and recycling is the same for El Dorado County, El Dorado Hills Community Services District, and Cameron Park Community Services District.

El Dorado County and El Dorado Disposal Proposed Agreement & Rate Changes

El Dorado County Department of Environmental Management is recommending the Board of Supervisors consider increasing a current surcharge on all landfilled solid waste, paid by El Dorado Disposal to the County, to fund solid waste programs administered by the County on behalf of all County residents. A County Board of Supervisors decision may trigger an additional rate adjustment for Cameron Park residents, to be considered in the future by the District Board of Directors. The Board of Supervisors Public Hearing is scheduled for August 25, 2020.

In 2012, the Board of Supervisors approved the County-wide Solid Waste Management Plan (Plan). The Plan was developed to provide a focused, comprehensive, strategic approach to solid waste management to meet State mandates. A goal of achieving 75% diversion of solid waste from landfilling by the year 2020 is contained in the Plan.

The County responsibilities for solid waste management, per State mandate and required by the Board-approved Plan, are listed below. These tasks are completed by the County on behalf of all County residents, including Cameron Park.

- Regulatory compliance per AB 939, AB 341, AB 1826, SB 1383, and reporting to the State for all jurisdictions in the County;
- Solid waste diversion programs;
- County-wide litter program and illegal dumping abatement;
- Union Mine Landfill operations, maintenance and monitoring.

In 1962, El Dorado County began operations of the Union Mine Landfill. The facility ceased operating as a public disposal site in 1996. The County will continue to have ongoing responsibilities for monitoring and maintaining the closed landfill for the next 30 years.

CONCLUSION

Staff is recommending approval of the proposed Contract Amendment and Rate Adjustment, *which does not include a rate change related to a pending El Dorado County Board of Supervisors' decision.* Due to EDD's capital investment into the Cameron Park Recycle Facility/Buy-Back Center, an important addition to the community, staff, and the Committee is recommending approval in August for new rates to begin September 1, 2020. EDD is a great community partner with the District, supporting community events and fundraising activities. Many residents have testified to EDD's great customer service.

Attachments:

- 10A – Draft Contract Amendment
- 10B – Proposed Rate Adjustment
- 10C – 2008 Agreement with 2010 and 2012 Amendments
- 10D – EDD Commodity Revenue Analysis Regarding MRF
- 10E – Monthly Performance Standards (April-July 2020)
- 10F – Resolution 2020-18

**THIRD AMENDMENT
TO
SOLID WASTE SERVICES AGREEMENT
BETWEEN
CAMERON PARK COMMUNITY SERVICES DISTRICT
AND
WASTE CONNECTIONS OF CALIFORNIA, INC., doing business as EL DORADO
DISPOSAL SERVICES**

THIS THIRD AMENDMENT TO SOLID WASTE SERVICES AGREEMENT (this "Amendment") between the CAMERON PARK COMMUNITY SERVICE DISTRICT (the "District") and WASTE CONNECTIONS OF CALIFORNIA, INC., a California corporation, doing business as EL DORADO DISPOSAL SERVICES ("Contractor"), is entered as of August __, 2020, in connection with the collection, transportation and disposal of Solid Waste. Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement (as defined below).

RECITALS

WHEREAS, the District and Contractor entered into that certain Solid Waste Services Agreement in 2008 (the "Original Agreement") to provide for mandatory solid waste collection in the District; and

WHEREAS, the District and Contractor entered into that certain First Amendment to Solid Waste Services Agreement in 2010 and 2012 (the "First Amendment" and "Second Amendment", together with the Original Agreement, the "Agreement") to provide for mandatory solid waste collection in the District; and

WHEREAS, the District and Contractor wish to amend the Agreement in certain respects to, among other things, clarify the types of services to be provided pursuant to the Agreement and to extend the term of the Agreement.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE TO AMEND THE AGREEMENT, AS FOLLOWS:

1. **Addition of New Section 3.H.** A new Section 3.H is hereby added to the Agreement and shall read in its entirety as follows:

“H. Ordinances to Enforce Agreement. The District shall use its best efforts to adopt new, or amend existing, ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, residents and customers, to comply with the provisions of this Agreement, including, without limitation, those provisions in the Agreement: (i) dictating the manner in which residents and customers are to place Solid Waste, Green Waste and Recyclable Materials out for collection; and (ii) granting exclusive service rights to Contractor.”

2. **Amendment to Section 6.J.** Section 6.J of the Agreement is hereby amended and restated in its entirety to read as follows:

“[Intentionally deleted.]”

3. **Amendment to Section 6.K.** Section 6.K of the Agreement is hereby amended and restated in its entirety to read as follows:

“K. **Regular Collection of Green Waste.** Contractor shall collect Green Waste from 96-gallon Contractor-provided containers, as placed for collection by the customer. Standard collection service shall be automated collection from the curb, unless another method is approved by the District; provided, however, that the District’s approval will not be unreasonably withheld, conditioned or delayed. Any excess Green Waste that does not fit within (i) the closed lid of the authorized Green Waste container(s), and (ii) any combination of two (2): thirty (30)-gallon compostable paper lawn/leaf bags and/or bundles of Green Waste measuring not greater than three (3) feet x three (3) feet x eighteen (18) inches, shall be deemed excess material and shall be subject to the excess charges as described and limited by Exhibit “B”. Residents may not use plastic bags Green Waste placed in Green Waste containers or for excess Green Waste set out for collection pursuant to this Section 6.K. Residents of the District may request one (1) additional 96-gallon Contractor-provided container for excess Green Waste, and Contractor shall provide such additional container at the charge set forth in Exhibit “B”.”

4. **Amendment to Section 6.L.** Section 6.L of the Agreement is hereby amended and restated in its entirety to read as follows:

“L. **Free Drop-Off Locations.** In addition to the regular collection service provided for in Section 6.K and the periodic Green Waste clean-up days provided for in Section 6.M, residents of the District may also dispose of any excess Green Waste, free of charge, in the appropriate container(s) placed at Contractor’s new recycling center to be located at a location to be determined by Contractor (the “Buy-Back Center”); provided, however, the parties agree and acknowledge that the California Department of Conservation (or any other applicable state, federal or local agency or department) may, through the adoption of rules, regulations or otherwise, limit how and when Contractor may operate such locations, and the parties hereby agree to abide by any and all of such limitations.”

5. **Amendment to Section 6.M.** Section 6.M of the Agreement is hereby amended and restated in its entirety to read as follows:

“M. **Green Waste Clean-Up Days.** Two (2) times per year throughout the Term, Contractor shall provide, in addition to regularly scheduled service, curbside collection of Green Waste pursuant to guidelines

established by Contractor and approved by the District, for the disposal of Green Waste by Single-Family Units and Multi-Family Units in addition to each resident's normal collection service (each a "GW Clean-Up Day"). The dates for each GW Clean-Up Day shall be proposed by Contractor and approved by the District. Notwithstanding anything to the contrary in Section 6.K, Contractor may utilize manually loaded rear-end loader trucks in connection with the GW Clean-Up Days provided for in this Section 6.M. For each GW Clean-Up Day, each resident shall be limited to a maximum of any combination of thirty (30): thirty (30)-gallon compostable paper lawn/leaf bags and/or bundles of Green Waste measuring not greater than three (3) feet x three (3) feet x eighteen (18) inches. Residents may not use plastic bags for excess Green Waste disposed of on a GW Clean-Up Day."

6. **Amendment to Section 6.K.** Section 6.K of the Agreement is hereby amended and restated in its entirety to read as follows:

"[Intentionally deleted.]"

7. **Amendment to Section 9.A.** The termination date in Section 9.A of the Agreement is hereby deleted and the following date is substituted therefor: "June 30, 2033"

8. **Amendment to Exhibit "B".** Exhibit "B" to the Agreement is hereby deleted in its entirety and replaced with Exhibit "B" attached hereto as Exhibit "B".

9. **Amendment to Exhibit "C".** Exhibit "C" to the Agreement is hereby deleted in its entirety and replaced with Exhibit "C" attached hereto as Exhibit "C".

10. **Deletion of Schedule "1".** Schedule "1" attached to the First Amendment is hereby deleted in its entirety.

11. **Counterparts.** This Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

12. **Ratification.** All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Amendment, all references to the term "Agreement" in this Amendment and in the original Agreement shall include the terms contained in this Amendment.

13. **Conflicting Provisions.** In the event of any conflict between the original terms of the Agreement and this Amendment, the terms of this Amendment shall prevail.

14. **Authorization.** Each party executing this Amendment represents and warrants that it is duly authorized to cause this Amendment to be executed and delivered.

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

IN WITNESS WHEREOF, the parties execute this Third Amendment to Solid Waste Services Agreement as of the date first written above.

**CAMERON PARK COMMUNITY SERVICES
DISTRICT**

By: _____
Name:
Title: President, Board of Directors

ATTEST:
Clerk of the Board of Directors

By: _____

**WASTE CONNECTIONS OF CALIFORNIA, INC.,
d/b/a EL DORADO DISPOSAL SERVICES**

By: _____
Name: Worthing F. Jackman
Title: President and Chief Executive Officer

Exhibit “B”

**To Solid Waste Services Agreement dated February 21, 2008, between
Cameron Park Community Services District
and
Waste Connections of California, Inc. d/b/a El Dorado Disposal services**

CONTRACTOR RATES

[To be attached.]

EXHIBIT “C”
To Solid Waste Services Agreement dated February 21, 2008, between
Cameron Park Community Services District
and
Waste Connections of California, Inc. d/b/a El Dorado Disposal services

PERFORMANCE CRITERIA

Contractor will be awarded points in accordance with the performance criteria listed below. A total of 105 points are available to Contractor. Each point is equal to 1% of any CPI rate increase request. In order to receive the full CPI rate increase annually, Contractor must be awarded a minimum of 100 points. In the event that Contractor is awarded less than 100 points the CPI will be reduced on a 1 point to 1% basis. For example, if Contractor requests a 3% CPI increase, but was only awarded 95 total points, the CPI increase request would be reduced by 0.15% (5% of 3% = 0.15%), resulting in Contractor being granted a 2.85% rate increase instead of the 3% requested. A total of 105 points have been offered to Contractor to serve as a cushion in the event that Contractor is unable to meet all performance criteria. In no event shall Contractor be awarded more than the CPI requested increase. For example, if Contractor requests a 3% CPI increase and was awarded 105 points, Contractor would only be granted the 3% rate increase.

Residential Outreach:

1. Contractor shall include three (3) billing inserts per year designed to educate residential customers about: (i) “closing their lids” on their carts; (ii) cart placement guidelines; (iii) the Buy-Back Center; (iv) the Household Hazardous Waste Program; and (v) any other program-specific information as discussed and agreed upon between the District and Contractor. All literature shall be made available for prior review by the District.

2. Contractor shall provide each new District resident with a “New Resident Packet”, which shall include information on: (i) “closing their lids” on their carts; (ii) cart placement guidelines; (iii) the Buy-Back Center; (iv) the Household Hazardous Waste Program; (v) the two annual cleanups; (vi) Contractor’s website; (vii) Vouchers; (viii) and any other program-specific information as discussed and agreed upon between the District and Contractor. All literature shall be made available for prior review by the District.

3. Provide six (6) bi-monthly updates for the District’s solid waste and recycling webpage to be completed by a reasonable date agreed upon by the District and Contractor.

4. Contractor shall work with residents and provide removal of items which are not allowed to be placed in bins during weekly pickup. For example: Batteries, bulky items and oil. A Bulky item includes a large item equivalent to one regular couch or appliance, one mattress and box spring set.

Each subsection listed above shall be awarded five (5) points per operating year on a pass or fail basis, in no event shall partial points or the total points awarded per subsection per year be in excess of five (5) points.

Commercial Outreach:

1. Contractor agrees to use commercially reasonable efforts to meet, in person, with at least four (4) commercial businesses each quarter to discuss: (i) their waste and recycling needs; (ii) assisting them in reducing their trash; and (iii) increasing their recycling, address customers potentially meeting the organic recycling requirement; and assisting them with their food/organic material recycling needs.

2. Each year during the term, Contractor shall provide at least three (3) printed outreach material to commercial businesses regarding: (i) recycling; (ii) emphasizing potential cost-saving opportunities; and (iii) providing waste audits as requested at least three audits. All literature shall be subject to prior review by the District.

3. Contractor shall include three (3) billing inserts per year educating commercial customers about: (i) approved waste streams; (ii) recycling opportunities; (iii) bin placement; (iv) extra charges for “overage”; and (v) any other information as discussed and agreed upon between the District and Contractor. All literature shall be made available for prior review by the District.

The three (3) subsections listed above shall be awarded a combined total of five (5) points per operating year on a pass or fail basis, in no event shall partial points or the total points awarded for all sections combined per year be in excess of five (5) points.

Community Event Outreach:

Contractor shall attend a minimum of four (4) Community Events. Contractor will provide information and outreach concerning refuse/waste activities, recycling education, rate or pick-up schedule changes, technological improvements related to waste/refuse management, incentive programs, and other related information. A typical way of meeting the performance expectation is to attend and setup an information station (e.g., booth) with visual displays, handouts such as brochures and leaflets, and staffed appropriately to communicate with residents.

Five (5) points per event shall be awarded on a pass or fail basis, in no event shall partial points per event be awarded. The total points awarded per year for this section may not be in excess of forty (40) points.

Call Answer Rate:

Contractor shall answer customer calls within an average of one hundred eighty (180) Thirds, as measured by Contractor’s phone system and reported to the District. Contractor reporting shall include total number of calls, average hold time and average call length from all District residents. Call times shall be measured and averaged quarterly.

Five (5) points per quarter shall be awarded on a pass or fail basis; in no event shall partial points be awarded per quarter or total points awarded per year be in excess of twenty (20).

Customer and Litter Complaint Resolution:

Contractor shall on average correct 99.5% of valid customer complaints (including missed pick-up and litter complaints) per quarter for each Operating Year preceding the effective date of the price CPI adjustment within the time specified in Section 18.C of the Agreement, but only in so far as such complaints are capable of being corrected within such time period. Customer Complaint corrections shall be measured and averaged quarterly.

Five (5) points per quarter shall be awarded on a pass or fail basis; in no event shall partial points be awarded per quarter or total points awarded per year be in excess of twenty (20).

For purposes of this performance measure, the term “valid customer complaint” shall mean complaints where: (a) a customer contacts Contractor with a complaint; (b) Contractor’s customer service representative cannot satisfy/handle the complaint to the customer’s satisfaction; (c) the call is escalated to the attention of Contractor’s Office Manager or District Manager; and (d) Contractor is actually determined to be at fault with regard to such complaint; provided, however, that the term “valid customer complaint” shall exclude complaints about: (i) the rates charged by Contractor; and (ii) the pick-up day assigned by Contractor to the complaining customer.

Reporting:

All reports required to be filed by Contractor with the District pursuant to Section 16 of the Agreement shall be timely filed within the periods specified in that Section. In the event that Contractor does not submit reports to the District, no points for any criteria listed above will be awarded until all reports are submitted satisfactorily to the District.

Franchise Area Accounting:

Annual audit of jurisdictional customers shall be completed collaboratively with District staff prior to 120 days of consideration of a rate increase.

CAMERON PARK CSD

2020 PRICE INCREASE - COMMON MONTHLY RATES

	Current Rate	add CPI Adjust	add Recycle Adjust	add MRF Rebuild New Proposed Rate	Total Change
35G CAN WEEKLY	\$ 26.40	\$ 27.26	\$ 27.58	\$ 28.43	\$ 2.04
35G CAN WEEKLY SR	\$ 19.17	\$ 19.80	\$ 20.12	\$ 20.74	\$ 1.57
64G CAN WEEKLY	\$ 29.52	\$ 30.48	\$ 30.80	\$ 31.76	\$ 2.24
96G CAN WEEKLY	\$ 37.36	\$ 38.58	\$ 38.90	\$ 40.11	\$ 2.75
3yd FEL 1x/wk	\$ 298.87	\$ 308.65	\$ 311.93	\$ 321.59	\$ 22.71
20yd RO	\$ 513.81	\$ 530.61	\$ 536.27	\$ 552.86	\$ 39.05

SOLID WASTE SERVICES AGREEMENT

Between

CAMERON PARK COMMUNITY SERVICES DISTRICT

And

**WASTE CONNECTIONS OF CALIFORNIA, INC.
d/b/a EL DORADO DISPOSAL SERVICES**

February 21, 2008

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Exhibit "A" 34

Exhibit "B" 35

Exhibit "C" 36

This Solid Waste Services Agreement ("Agreement") entered into effective February 21, 2008, between Cameron Park Community Service District (the "District") and Waste Connections of California, Inc., d/b/a El Dorado Disposal Services (the "Contractor"), for the collection, transportation, processing and disposal of Solid Waste and Recyclable Materials.

RECITALS

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 District has determined that the public health, safety and well-being require 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;

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

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

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1 — DEFINITIONS

Whenever any terms used in this Franchise Agreement has been defined by the District Ordinance Code (the "Ordinance Code") or Division 30, Part 1, Chapter 2 of the California Public Resources Code, the definitions in the Ordinance Code or Public Resources Code shall¹ apply unless the term is otherwise defined in this Agreement.

¹ To the extent that definitions contained in the Ordinance Code conflict with the definitions in the Public Resources Code, the former shall control and govern the rights and obligations of the parties here under; provided, however,

Attachment 10C

A. AB 939. "AB 939" shall mean the California Integrated Waste Management Act of 1989, as it may be amended from time to time.

B. Affiliate. "Affiliate" means the Contractor, its officers, directors, shareholders, employees and any corporation, partnership, joint venture or other entity directly or indirectly controlling the Contractor, or directly or indirectly owned or controlled by the Contractor. "Affiliate" includes any other subsidiary of Contractor and includes companies whose financial operations are reported as part of any consolidated financial statements filed by Contractor or its parent company with the U.S. Securities and Exchange Commission.

C. Bulky Waste. "Bulky Waste" means large items of Solid Waste, such as appliances, furniture, large auto parts, trees, large branches, stumps and other oversize wastes.

D. CIWMB. "CIWMB" means the California Integrated Waste Management Board.

E. Commercial Solid Waste. "Commercial Solid Waste" includes all types of Solid Waste generated by commercial, industrial, governmental and other non-residential sources within the Franchise Area. The term Commercial Solid Waste does not include Hazardous Waste, Medical Waste and Special Waste.

F. Commencement Date. "Commencement Date" means February 21, 2008, or such later date when this Agreement is approved by the Board.

G. Compostable Materials. "Compostable Materials" means: 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 Contractor and District. It may also include pre-or post-consumer food waste, if Contractor 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.

H. Construction and Demolition Debris. "Construction and Demolition Debris" means Solid Waste consisting of building materials; and packaging and rubble resulting from construction, remodeling, repair and demolition operations on pavements, houses, multi-family residential units, commercial and industrial buildings and all other structures. Construction refers to SIC Codes 152 through 1794, 1796 and 1799. Demolition refers to SIC Code 1795.

I. Contractor. "Contractor" shall mean Waste Connections of California, Inc., d/b/a El Dorado Disposal Services. Contractor shall also mean any assignee, transferee or successor in interest of Contractor.

J. District. "District" means Cameron Park Community Services District.

that should the Public Resource Code's definitions to be made obligatory by the state legislature on the District, then the conflicting Public Resource Code's definitions shall apply.

K. Electronic Waste. "E-waste" or "Electronic Waste" means 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).

L. Franchise Area. "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.

M. Franchise Fee. "Franchise Fee" means the fee or assessment imposed by the District on Contractor, solely because of its status as a party to this Agreement and which, inter alia, is intended to compensate District for its expenses in administering this Agreement, and to fund other waste management activities.

N. Green Waste. "Green Waste" means tree trimmings, grass cuttings, dead plants, leaves, branches and dead trees (not more than three (3) inches in diameter) and similar materials.

O. Gross Revenues. "Gross Revenues" means any and all revenue or compensation in any form collected directly or indirectly by Contractor, its affiliates, subsidiaries, parents or any other entity in which Contractor 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 collected from Customers.

P. Hazardous Waste or Materials. "Hazardous Waste or Materials" means 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 Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.) 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 California Integrated Waste Management Board) having jurisdiction over hazardous waste generated by facilities within the State, and pursuant to any other applicable governmental 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. Section 2601-2654, as amended from time to time, or regulations promulgated thereunder; and

(4) Radioactive wastes, materials, substances or items, the storage, treatment, transportation or disposal of which is subject to governmental regulations.

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.

Q. Industrial Solid Waste. "Industrial Solid Waste" means all Solid Waste and semi-solid which results from industrial processes and manufacturing operations, except for Hazardous Wastes or Special Waste.

R. Materials Recovery Facility. "Materials Recovery Facility" or "MRF" means 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.

S. Materials Recovery Services. "Materials Recovery Services" means 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.

T. Medical Waste. "Medical Waste" or "Infectious Waste" means waste that may cause disease or reasonably be suspected of harboring pathogenic organisms, including source-separated Medical or Infectious Waste resulting from medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities, hospitals and similar facilities processing wastes, which may include human or animal parts, contaminated bandages, pathological specimens, hypodermic needles, sharps, contaminated clothing and surgical gloves.

U. Multi-Family Units. "Multi-Family Units" shall mean any dwelling which includes three (3) or more individual living units and which receives communal refuse and/or Recycling services.

V. Operating Year. Operating Year means the twelve- (12) month period from July 1st to June 30th, or any portion thereof, during the Term of this Agreement.

W. Permanent Household Hazardous Waste Collection Facility. "Permanent Household Hazardous Waste Collection Facility" or PHHWF means the permanent household hazardous waste collection facility constructed by Contractor and previously operated by Contractor or its affiliate at the WERS Material Recovery Facility.

X. Processing. "Processing" or to "Process" means 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. "Recovered Materials" means all Recyclable Materials that are removed for Recycling by Contractor from the total tonnage of all Solid Waste collected by Contractor 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 Contractor's Material Recovery Services. Recovered Materials shall also include Recyclable Materials received by Contractor at any buy-back center, or by means of any other Recycling program operated by Contractor. All such Recyclable Materials must be Recycled by Contractor to be considered "Recovered Materials."

Z. Recyclables or Recyclable Material. "Recyclables" or "Recyclable Material" means 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 the California Integrated Waste Management Act 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 the California Integrated Waste Management Act and regulations thereunder, and any other uses or applications that qualify as diversion consistent with the requirements of the California Integrated Waste Management Act 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. "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. "Residential Solid Waste" means all types of Solid Waste that originates from Single-Family Units.

CC. Single-Family Unit. "Single-Family Unit" means any dwelling which receives individual refuse collection service, but includes duplexes.

DD. Solid Waste. Solid Waste means all putrescible and non-putrescible solid, semi-solid and liquid wastes, including residential, industrial, commercial and municipal garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, Construction and Demolition Debris, discarded home and industrial appliances, manure, vegetable or animal solid and semi-Solid

Wastes, and other discarded solid and semi-Solid Waste; but excludes Hazardous Waste, Special Waste and Medical Waste.

EE. Special Wastes. "Special Waste" means any hazardous waste listed in Section 66740 of Title 17 of the California Code of Regulations, or any waste that has been classified as a Special Waste pursuant to Section 66744 of Title 22 of the California Code of Regulations, or that has been granted a variance for the purpose of storage, transportation, treatment or disposal by the Department of Health Services pursuant to Section 66310 of Title 22 of the California Code of Regulations. Special waste also includes any Solid Waste, that, because of its source of generation, physical, chemical or biological characteristics or unique disposal practices, is specifically conditioned in a Solid Waste facilities permit for handling and/or disposal.

FF. Transform. "Transform" means incineration, pyrolysis, distillation, gasification or biological conversion. Transformation does not include composting.

GG. Wastestream. "Wastestream" means all Solid Waste and Recyclable Materials collected by Contractor pursuant to this Agreement or delivered by any Person to the WERS Materials Recovery Facility.

HH. Western El Dorado Recovery Systems (WERS) Material Recovery Facility. "WERS Material Recovery Facility" or "WERS MRF" means the Material Recovery and transfer Facility owned by Contractor 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.

SECTION 2 — PRIOR AGREEMENTS

Upon the Commencement Date, any and all agreements between the District and the Contractor shall expire and be of no further force or effect, except that: (a) any provisions of any agreements which provide for either party to defend and/or indemnify the other party for acts, omissions or occurrences prior to the Commencement Date, or which provide for insurance or record-keeping duties, shall survive termination; and (b) any provisions at any agreements which expressly state that they shall survive expiration of the term or termination of any prior agreements shall survive.

SECTION 3 — GRANT AND ACCEPTANCE OF EXCLUSIVE RESIDENTIAL AND COMMERCIAL FRANCHISE

A. Grant of Franchise. District grants to Contractor, for the term of and in accordance with this Agreement (including all extensions or renewals), the exclusive franchise, right, privilege and contractual duty to make and arrange with residents of Single-Family Units, residents and/or owners of Multi-Family Units and owners and/or persons in charge of commercial, industrial, institutional and other entities and construction and demolition sites in the Franchise Area for the collection, transportation and removal to Solid Waste Processing and/or disposal facilities, of all Residential, Industrial and Commercial Solid Waste (including

discarded Recyclables and discarded Recyclable Material and Construction and Demolition Debris) and all Recyclables and Green Waste that have been generated within the Franchise Area, and such residents and persons in charge shall be obligated to obtain such services exclusively from Contractor at the rates provided in Exhibit "B." This grant of franchise is subject to all limitations imposed by applicable laws and regulations, and is subject to all limitation set forth in this Agreement.

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

C. Exceptions to Exclusivity. The exclusive franchise granted by this Agreement shall not apply to:

(1) A person or entity who contracts for landscaping or gardening work performed for the customer and incidental to such services removes and Recycles or disposes of Green Waste, provided that such removal and Recycling or disposal are performed by the person removing and Recycling or disposing of such Green Waste, and not by a subcontractor or other third-party; or

(2) A person or entity who has been given an exemption by the District from any mandatory collection ordinance that the District may adopt in the future; or

(3) A licensed contractor that generates Construction and Demolition Debris in the course of his/its business activities and such contractor, or his/its full-time employees and not a subcontractor or other third-party, self-haul such Construction and Demolition Debris (but excluding all other Solid Waste or Recyclables) to an authorized and permitted (as may be required by federal, state or local regulatory agencies with jurisdiction over such activities) processing facility for purposes of Material Recovery. A licensed contractor shall not use any subcontractor or other third party other than Contractor to haul Construction and Demolition Debris to an authorized and permitted Processing facility.

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 substantially separated from non-Recyclable Solid Waste by the generator.

E. Franchise Area. The Franchise Area covered 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" (Franchise Area), to this Agreement, and as they may hereafter be changed by reason of annexation or de-annexation or by other amendment to this Agreement. Exhibit "A" shall be amended or replaced from time to time to reflect any and all changes to the Franchise Area. Waste collection service is mandatory throughout the Franchise Area.

F. Rights Reserved as to Hazardous Waste, Medical Waste and Special Waste. The District reserves the right to contract with other parties to have Hazardous, Medical and Special Waste collected, transported, disposed of, Processed and /or diverted.

G. 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. Contractor 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 Contractor. The District shall not be liable to Contractor in any manner, including any costs or damages, such as lost revenues or lost profits, should any person or entity refuse to use Contractor's Solid Waste collection services and/or performs collection services in competition with Contractor, and in doing so violates the exclusive grant of franchise given to Contractor in this Agreement. In such event, Contractor'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 Contractor's exclusive franchise rights under this Agreement.

SECTION 4 — FRANCHISE FEE

Contractor shall pay to District a Franchise Fee set by the Board by Resolution, which shall be a percentage of the Gross Revenues derived by Contractor from operations pursuant to this Agreement. That Franchise Fee is initially set at five percent (5%) of Contractor's Gross Revenues, and from time to time may be adjusted by Resolution of the Board. The Franchise Fee shall be due and payable quarterly within forty five (45) days following the end of each quarter for Gross Revenues received during that quarter. If payment is not received within said forty-five (45) day period, interest shall accrue thereon at the rate of ten percent (10%) per annum or at the maximum interest rate permitted under California law, whichever is greater. District shall give Contractor a minimum of ninety (90) days' notice of any changes in the Franchise Fee. Any increase in the Franchise Fee shall result in a corresponding automatic rate adjustment to Contractor's rates and/or be passed through to Contractor's customers.

SECTION 5 — COMPLIANCE WITH LAWS AND REGULATIONS

Contractor warrants that it will comply in all material respects with all applicable federal and state laws legally binding on Contractor in effect during the term of this Agreement, including implementing regulations, as they may, from time to time, be amended, specifically including but not limited to CERCLA, AB 939 and all other applicable laws of the State of California. Moreover, Contractor shall comply in all material respects with all local laws and regulations applicable to Contractor to the extent they are not inconsistent with the terms of this Agreement. Contractor shall comply in all material respects with all final and binding judgments entered against Contractor regarding its services performed under this Agreement.

**SECTION 6 — SOLID WASTE AND RECYCLABLE COLLECTION SERVICES
PROVIDED BY CONTRACTOR**

A. District to Approve All Services. The nature of the services Contractor offers and provides to customers residing or doing business in the Franchise Areas shall be determined by the Board. The Board may require the Contractor to change the level of such services from time to time on reasonable notice to Contractor; provided, however, that the Board shall adjust Contractor's rates to reflect Contractor's documented increased and reasonable costs caused by the change in service levels. The services that Contractor offers and provides to its customers affected by this Agreement shall be subject to the prior approval of the Board or its designee. Nothing in this Agreement, however, shall be construed or interpreted as authorizing District to reduce or adversely affect Contractor's exclusive franchise rights as specified in Section 3 of this Agreement.

B. Mandatory Service. The services that the Contractor shall provide to its customers under this Agreement upon the Commencement Date are set forth in Exhibit "B." The parties acknowledge that the services described in Exhibit "B" are mandatory for customers in the Franchise Area.

C. Once-A-Week Service. Subject to Section 20.B, in order to protect the public health and safety, arrangements made by Contractor with its customers in the Franchise Area for the collection of Solid Waste not defined in this Agreement as Recyclable Material, shall provide for the collection of such waste generated or accumulated in residential, commercial and industrial premises within the Franchise Area at least once per week, or more frequently, as Contractor and its customers may agree.

(1) Single-Family Units. Except as otherwise set forth in Exhibit "B," the Contractor shall collect from Single-Family Units Solid Waste (except Bulky Waste and Special Waste) which has been properly placed, or accumulated in authorized Solid Waste carts, at curbside or other authorized collection station(s) prior to Contractor's normal weekly collection time. Any excess refuse that does not fit within the closed lid of the authorized Solid Waste container shall be deemed excess material and may be subject to the excess charges as described and limited by Exhibit "B."

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

D. Hours of Collection. Contractor 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 and commercial areas shall not start before 4:00 a.m., or continue after 7:00 p.m., seven (7) days per week. To the extent it is reasonably able to without disrupting its operations, Contractor agrees to reasonably adjust the hours of commencement of collection operations in selected areas at the request of District, where early collection activities have generated numerous complaints from nearby residents.

E. Collection on Holidays. Contractor has informed District that Contractor's arrangements with its Solid Waste customers will provide that if the day of collection on any given route falls on New Year's Day or Christmas Day ("Authorized Collection Holidays"), Contractor shall provide collection service for such route on the work day next following such holiday or moved back one day at the discretion of Contractor. Contractor reserves the right to change the Authorized Collection Holidays; provided, however, that Contractor shall notify the District and its customers of such changes.

F. Medical, Hazardous and Special Waste. Contractor shall have the non-exclusive right under this franchise, but is not obligated to, collect, transport and dispose of material defined as Hazardous Waste or Special Waste herein. Contractor shall negotiate separate contracts and rates for Hazardous 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 customer. Contractor shall not engage in the collection of any Medical Waste; however, Contractor's affiliates may engage in the collection and disposal of Medical Waste. The District reserves the right to franchise other parties on a non-exclusive basis to perform Hazardous, Medical and Special Waste handling services.

G. District Approval of Contractor's Recycling Programs. Before initiating new Recycling programs or activities ("programs") within the Franchise Area, Contractor shall seek and obtain the express approval of District. In seeking District's approval for such new programs, Contractor shall provide the District with a detailed description of the proposed program, as well as a projection of costs and revenues associated with the program, and the anticipated level of diversion to be achieved by such program. In determining whether to approve any such proposed program, District may, in its sole discretion, choose to completely or partially subsidize the program.

H. Annual On Call Bulky Waste Pick-Up. Once per operating year, Contractor shall provide free Bulky Waste pick-up for all customers within the Franchise Area, as described in Exhibit "B," on an "on-call" basis, by appointment set between the customer and Contractor. Bulky items need not be placed in special containers for collection. Contractor shall pick up one bulky item left for collection at curbside by the customer; provided, however, that such bulky item pick-up shall be limited to 2.5 cubic yards in size— equivalent to one regular sofa or couch, one appliance or white goods. The Contractor shall have no duty or responsibility to collect any Hazardous Waste except as otherwise required in this Agreement.

I. Free Dump Coupons. Contractor will mail, on an annual basis, a coupon to all residential customers in the Franchise Area allowing them to dispose of up to 2.5 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 coupon shall be approved in advance by the District. Contractor shall send these coupons to its residential customers each year with their billing statement.

**SECTION 7 -- FACILITIES FOR PROCESSING AND
DISPOSAL OF SOLID WASTE**

A. Contractor to Use Fully Permitted Disposal Facility. Contractor shall be responsible for choosing the facility for disposal of Solid Waste under this Agreement; provided, however, that any landfill used by the Contractor 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. The Contractor shall provide copies to the District of all notices of violations that could affect Contractor'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 Contractor 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 duration of this Agreement. The Contractor shall immediately notify the District of any notice of breach or default received from the landfill. The Contractor 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.

B. Contractor to Use Fully Permitted Materials Recovery and Transfer Facilities. Any Materials Recovery or transfer facilities used by the Contractor 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. The Contractor shall provide copies to the District of all notices of violations respecting any such facility used by Contractor that could affect the Contractor'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 delivered to it from the Franchise Area for the duration of this Agreement.

C. Disposal in Compliance with Laws and Regulations. Throughout the term of this Agreement, it shall be the Contractor'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 8 — CASH BOND AND INSURANCE

A. Cash Bond. In the event Contractor fails to make timely payment of any Franchise Fees owed to District, District may require Contractor, in addition to paying the late Franchise Fee payment plus default interest thereon, to deposit with District a cash bond, a performance bond or a letter of credit for the benefit of District in the sum of One Hundred Thousand Dollars (\$100,000). The District shall deposit the cash deposit in an interest-bearing account. The cash bond, performance bond or letter of credit shall be on terms acceptable to

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District's counsel. The cash bond, performance bond or letter of credit shall serve as security for the faithful performance by Contractor of all the provisions and obligations of this Agreement. All interest shall be paid to the Contractor.

(1) After thirty (30) days following Contractor's failure to pay the District any amount owing under this Agreement plus interest at the rate of ten percent (10%) per annum, or, if more, the maximum interest rate allowed by law, the cash bond or letter of credit may be assessed by the District upon five (5) days' prior written notice to the Contractor for purposes including, but not limited to:

(a) Failure of Contractor to pay the District sums due under the terms of the agreement; and

(b) Reimbursement of costs borne by the District to correct Agreement violations not corrected by Contractor, after due notice.

(2) The Contractor shall deposit a sum of money sufficient to restore the cash bond or provide a renewed letter of credit to the original amount within thirty (30) days after notice from the District for any amount has been withdrawn from the cash bond or letter of credit.

B. Insurance. The Contractor shall provide proof of a policy of insurance satisfactory to the District Risk Manager and documentation evidencing that the Contractor maintains insurance that meets the following requirements:

(1) Full Workers' Compensation and Employers' Liability Insurance covering all employees of the Contractor as required by law in the State of California.

(2) Commercial General Liability Insurance of not less than Five Million Dollars (\$5,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: Premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors liability.

(3) Automobile Liability Insurance of not less than Five Million Dollars (\$5,000,000) with respect to motor vehicles used by the Contractor in the performance of this Agreement.

(4) Environmental Impairment Insurance in an amount not less than Five Million Dollars (\$5,000,000) per occurrence.

(5) The insurance will be issued by an insurance company acceptable to the District Risk Manager (which approval shall not be unreasonably withheld), or be provided through partial or total self-insurance likewise acceptable to the District Risk Manager.

(6) District, its officers, directors, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Agreement

are concerned. This provision shall apply to all liability policies except Workers' Compensation and any professional liability insurance policies. Proof that the District is named additional insured shall be made by providing the District Risk Manager with a certified copy, or other acceptable evidence, of an endorsement to Contractor's insurance policy naming the District additional insured.

(7) In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

(8) Any deductibles or self-insured retentions must be declared to an approved by the District (which approval shall not be unreasonably withheld).

(9) The insurance required herein shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to the District, 3200 Country Club Drive, Cameron Park, CA 95682.

(10) Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement or for a period of not less than one (1) year or (for an occurrence policy) or three (3) years (for a claims made policy). New Certificates of Insurance are subject to the approval of the District Risk Manager.

(11) Each Certificate of Insurance shall meet such additional standards as may be reasonably determined by the District Risk Manager as essential for protection of the District.

(12) Contractor shall not commence performance of this Agreement unless and until it complies with each and every requirement of this Section 8.B.

(13) Failure of Contractor to maintain the insurance required herein, or to comply with any of the requirements of this Section 8.B. shall constitute a material breach of the entire Agreement.

(14) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to that District, its officers, directors, officials, employees or volunteers.

(15) The Contractor's insurance coverage shall be primary insurance as respects to the District, its officers, directors, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, directors, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

(16) The insurance companies shall have no recourse against the District, its officers, directors, officials, employees or volunteers, or any of them, for payment of any premiums or assessments under any policy issued by any insurance company.

(17) Contractor's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of the Agreement.

(18) To the extent that this Section 8.B. is inconsistent with 7-1.12, "Responsibility for Damage," of the State of California, Department of Transportation, Caltrans, Standard Specifications, July 1992, this Article shall govern; otherwise, each and every provision of such Section 7-1.12 shall be applicable to this Agreement.

SECTION 9 — TERM

A. **Initial Term.** The Initial Term of this Agreement shall commence immediately upon execution and terminate on February 28, 2018.

B. **Renewal Options.** The District shall have the right, in its sole discretion, to unilaterally extend the term of this Agreement for additional periods of two (2) years each, up to a maximum of two (2) such extensions. If the District elects to so extend this Agreement for either one (1) or both of these optional extension periods, the District shall give the Contractor notice of its election to exercise each such option a minimum of one hundred (100) days before the then current termination date of this Agreement.

SECTION 10 — FRANCHISE TRANSFERABLE; DISTRICT'S 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, subcontracted, 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 the Contractor, by act of the Contractor, without the prior written consent of the District expressed by Resolution of the Board. Any attempt by Contractor to assign this franchise without the consent of District shall be void. Notwithstanding the foregoing, Contractor may assign or subcontract this Agreement or a portion thereof to another Affiliate of Contractor upon advance written notice to the District; provided, however, that the assignor and Contractor shall each remain liable for performance of this Agreement.

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

C. **Change in Control Defined.** District consent is required for any change in control of Contractor. "Change in control" shall mean any sale, transfer or acquisition of Contractor. If Contractor is a corporation, acquisition of more than ten percent (10%) of Contractor'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, shall be deemed a change in control; provided, however, any transfer of ownership of any or all of the stock of Contractor to a wholly owned subsidiary or affiliate of Contractor shall not constitute a change in ownership or control; provided, however, that the transferor shall remain liable for performance of this Agreement.

D. Breach. Any assignment or change in control of the Contractor occurring without prior District approval shall constitute a material breach of this Agreement.

E. District's Option to Terminate. In the event the Contractor attempts to assign or subcontract this Agreement or any part hereof or any obligation hereunder in violation of this Section 10, the District shall have the right to elect to terminate this Agreement forthwith, without suit or other proceeding.

F. 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 the Agreement forthwith, without suit or other proceeding:

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

(2) If a writ of attachment or execution is levied on this Agreement, or other property of Contractor, such that it would affect Contractor's ability to perform its duties and obligations under this Agreement; or

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

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

(1) The Contractor shall give that District at least thirty (30) days' advance written notice of the Contractor's intent to sell, transfer or assign this Agreement. As part of that notice, the Contractor 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 assignee, and the names, addresses and telephone numbers of all principals, partners and/or shareholders thereof, as the case may be; and

(c) A copy of any and all purchase or assignment agreements containing, at a minimum, the terms and conditions of the sale, transfer or assignment of this Agreement, and of Contractor'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 Contractor's transferee rates under this Agreement; and provided further, however, that nothing in this Agreement shall obligate District to treat any of said acquisition costs as allowable 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 the Contractor's obligations hereunder, and particular, to be able to perform under this Agreement in a fashion that will assure the District of complying with AB 939.

(3) The transferee must be willing to, in writing, as do all of the obligations hereunder.

SECTION 11 -- FRANCHISE TRANSFER; FEES

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

B. Non-Recoverable Costs. The transfer fee is over and above any Franchise Fees, specified in this Agreement, and shall not be recoverable costs for rate setting purposes.

SECTION 12 -- TERMINATION

Each of the following described in Paragraphs A. and B. shall constitute a material breach of this Agreement on the part of the Contractor:

A. Material Breach of the Contractor's Obligations. The material failure or refusal of Contractor to comply with the obligations and duties imposed on Contractor pursuant to this Agreement. In the event of any material breach of any of the terms of this Agreement by Contractor, District and Contractor 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, District shall have the right to terminate this Agreement if:

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

(2) The Contractor has not corrected such default within ninety (90) days from the date of the notice given pursuant to clause A.(1) of this Section, or, if said default is not reasonably correctable within said time, Contractor has not taken

reasonable steps to commence to correct the same within said ninety (90) days, or thereafter does not diligently continue to take reasonable steps to correct such default.

B. Events of Insolvency. The Contractor: (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 the Contractor 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; (iv) being a party to the levy of any distress, execution or attachment upon the property of the Contractor which shall substantially interfere with the Contractor's performance hereunder. In the event of the Contractor being or becoming insolvent or bankrupt, the Contractor 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 U.S.C. 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, this Agreement and the franchise granted thereunder shall be of no further force and effect, excepting those provisions concerning District's right to indemnity and to temporarily assume Contractor's obligations. 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 Contractor at any time, contend that the District has breached any material provision of this Agreement, Contractor shall immediately notify the District in writing of Contractor'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 the breach. If District fails to cure the breach within such time, the Contractor may terminate this Agreement.

SECTION 13 — RIGHTS OF DISTRICT TO PERFORM DURING EMERGENCY

A. Emergency Collection. Should Contractor, for any reason whatsoever, except the occurrence or existence of any of the events or conditions of Force Majeure as defined below, refuse or be unable to collect, transport and dispose of any or all of 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 Franchise Area to such an extent, in such a manner, or for such a time that the District in the

exercise of its sole discretion, should find that such accumulation endangers or menaces the public health, safety or welfare, then in such event District shall have the right, upon twenty-four (24) hour prior written notice to Contractor, 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 Contractor would otherwise be obligated to collect and transport pursuant to this Agreement until the events or conditions of Force Majeure have terminated.

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

C. Contractor to Pay Increased Costs. All costs, fees, rates and other expenses incurred by the District and/or its third-party contractor that exceeded those which would have been incurred by the District had no such emergency arisen shall be the responsibility of the Contractor, and shall be paid to the District within thirty (30) days of Contractor's receipt of written notice to so pay accompanied by a complete explanation of the additional costs, fees, rates and other expenses incurred by Contractor.

SECTION 14 — PRIVACY

A. Privacy of Customer Information. Contractor shall use all reasonable efforts to observe and protect the rights of privacy of its employees and customers. Information identifying individual customers, or the composition or contents of a customer's refuse or Recyclables shall not be revealed to any person, private agency or company, unless upon the request of Federal, State or local 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 Contractor from preparing, participating in, or assisting in the preparation of waste characterization studies or Wastestream analyses which may be required by AB 939, or any other reports requested by the District under the Agreement or required or requested by any governmental agency.

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

SECTION 15 — RECORDS AND ACCOUNTING

A. Financial Reporting. Contractor shall maintain a proper set of books and records on an accrual basis, and an annual financial statement in accordance with generally accepted accounting principles, accurately reflecting the business done by it under this Agreement. Contractor shall submit to the District each year a copy of its annual financial statement as soon as it is received by Contractor, but in all events no later than four (4) months following the close of Contractor's fiscal year. Notwithstanding the foregoing, should Contractor seek an extraordinary rate adjustment or any other increase in its rates (other than a deflation/inflation adjustment under Section 18.C.), then Contractor 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 Contractor's operations. If Contractor 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. Contractor shall maintain all records relating to the services provided hereunder, including, but not limited to, customer lists, billing records, route maps, AB 939 records, and customer complaints for a period of three (3) years from the date of the generation of each such record. The District or its agent(s) shall have the right, upon ten (10) business days' advance notice, to inspect all maps, AB 939 records, Contractor's records, customer complaints, and other like materials of the Contractor which reasonably relate to Contractor's compliance with the provisions of this Agreement. Such records shall be made available to District at Contractor's regular place of business, but in no event outside of El Dorado County. Contractor shall further maintain and make available to District, records as to number of customers, total and by type, route maps/routing lists, service records and other materials and operating statistics in such manner and with such detail as District may require. District shall treat the information required by this paragraph that affects the competitive position of the Contractor as confidential information to the extent permitted by law. District shall not make or retain copies or photocopies containing information set forth in Contractor's confidential business records.

C. Underpayment of Franchise Fees. Should any examination or audit of Contractor's records reveal an underpayment of any fee required under this Agreement, the amount of such underpayment shall become due and payable to District no later than thirty (30) days after written notice of such underpayment is sent to Contractor by District. Should an underpayment of more than two percent (2%) be discovered, Contractor shall bear the entire cost of the District's audit or examination, and said cost shall not be recoverable through rate setting.

D. Examination of Financial Records.

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

(2) Whenever Contractor seeks an extraordinary rate adjustment or any other increase in rates (other than a deflation/inflation adjustment under Section 18.C. below), the District's agent shall be entitled to examine the books, records and financial statements of Contractor and its Affiliates pertaining to operations regulated by the District under this Agreement for the sole purpose of gathering information necessary to allow the agents to ascertain whether claimed expenses are competitive, fair, and reasonable, and to assess the reasonableness of any transactions between Contractor and any of its Affiliates, and to assess the reasonableness of Contractor's requested adjustment to the rates. A transaction shall be deemed to be reasonable if, in the judgment of District's agent, the price for any goods or services provided by an Affiliate to Contractor represent an established going market price for such goods or services.

(3) Any information gained from examination of records under this Section pertaining to operations regulated or not regulated by the District shall be treated by the District and its agents as confidential information. District's agents shall prepare a confidential report regarding the results of such examination of Contractor's operations and transactions with Affiliates. District's agent shall issue its report on Contractor's operations and Contractor's transactions with Affiliates to District's counsel, and said report shall remain confidential, except that the dollar amount and general description of any costs that District's agent recommends be disallowed shall be disclosed to District's Board. If Contractor appeals the conclusions of said report to District's Board, Contractor shall decide what portions, if any, of said report shall be disclosed to the District's Board. District's Board shall then consider Contractor's appeal, but may, in its discretion, deny said appeal if inadequate information has been disclosed to District's Board to make an informed decision on the appeal.

(4) For purposes of this Section 15.D., "agent" shall mean an independent certified public accountant or public accountancy firm or other independent agent designated by District.

E. Public Records. Nothing in this Section will prevent District from allowing public access to District's 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 the Contractor 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 Contractor. Prior to releasing any information pursuant to this paragraph, District shall make a good faith effort to notify Contractor of the intended release and give the Contractor 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, Contractor shall supply to the District lists of the names of all customers of Contractor who are provided any service by Contractor within the Franchise Area. At the same or other time, the District may request, and the Contractor shall provide information specifying each customer's address, type of service provided to the 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, is reasonably required to monitor implementation of this Agreement and/or discharge the District's responsibilities under the law.

SECTION 16 — REPORTS AND ADVERSE INFORMATION

A. Annual Reports. Upon request by the District, within one hundred and twenty (120) days after the close of Contractor's fiscal year (Contractor's fiscal year ends on December 31st of each year), Contractor shall submit to the District a written annual report, in a form approved by the District, including, but not limited to, the following information:

(1) A summary of the previous year's activities (or in the case of the initial year, the initial year's activities), including, but not limited to, service 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 Contractor; and

(3) A list of Contractor's officers and members of its Board.

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

(1) The Contractor shall submit to District copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by the Contractor to, as well as copies of all decisions, correspondence and actions by, any federal, state and local courts, regulatory agencies and other governmental bodies relating specifically to all material aspects of Contractor's performance of services pursuant to this Agreement. Any data which the Contractor seeks to be excluded from provisions of the California Public Records Act shall be clearly identified as such by Contractor with the basis for such exclusion clearly specified. In the event District receives a request under the Public Records Act, or by subpoena, the District shall notify Contractor to permit Contractor to object to the release of the information requested or subpoenaed.

(2) Contractor shall submit to the District such other information or reports in such form 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 the Contractor, and the expense therefor 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 of this Agreement, Contractor 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. Contractor agrees to submit such reports and information on computer discs, or by model, in format compatible with District's computers, if practicable. The Contractor 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) Contractor shall conduct waste audits at the request of District where such waste audits are necessary to enable District to comply with the requirements of Federal or State law.

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

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

(4) A copy of the audits shall be provided by the Contractor to the customer, the District, and to Contractor's own files.

SECTION 17 — REVIEW OF PERFORMANCE AND QUALITY OF SERVICE

A. Performance Review. From time to time, at its sole discretion, District may examine Contractor's operation in order to evaluate whether or not the Contractor is operating at a satisfactory level of efficiency and customer satisfaction. Contractor agrees to cooperate in any such examination, and shall permit District's representatives to inspect, at Contractor's principal place of business, such information pertaining to Contractor's obligations hereunder as District may require, including, but not limited to, such things as customer inquiry records, collection routes and equipment records. Access to Contractor's records shall be subject to Section 14.

B. Public Hearing. At District's sole option, within ninety (90) days of the first anniversary of the Commencement Date of this Agreement, and each year thereafter throughout the term of the Agreement, District may hold a public hearing at which the Contractor shall be present and shall participate, to review the Contractor'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 they shall be considered.

C. Report on Performance. Within thirty (30) days after the conclusion of the public hearing, District shall issue a report with respect to the adequacy of performance and quality of service.

D. Website. Contractor shall maintain any 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 refuse to be collected, service level and inquiry/complaint procedures, including the name, address and local telephone number of Contractor. Contractor shall notify the District and its customers of the address of its Website.

SECTION 18 — COMPENSATION

A. Contractor Rates. Contractor 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 Contractor under this Agreement for the rates specified in Exhibit "B" as adjusted pursuant to this Section. Contractor

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

(1) District's Power. To the extent that Contractor's rates are established by this Agreement and are subject to automatic rate adjustments for deflation/inflation under Section 18.C., the terms of this Agreement shall govern the setting of Contractor's rates. The Board shall set and regulate all other rates and charges by Contractor for any and all services and activities it performs or engages in the Franchise Area.

(2) Extra Charges. Contractor 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 increases/decreases for inflation governed by Section 18.C., the Board shall set the rates to be charged by Contractor pursuant to this Agreement annually at the beginning of each Operating Year (commencing with July 1, 2008), unless a longer period is agreed on by the District and Contractor. Contractor 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. Increases and decreases in Contractor's rates for inflation/deflation are not governed by this Section 18.B. but instead are governed by Section 18.C.

The Contractor 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. Contractor shall provide said notice at least ten (10) but no more than sixty (60) days prior to such date.

Contractor 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.

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

C. Inflation/Deflation and Fuel Surcharge Adjustment. Provided that Contractor has satisfied the performance criteria set forth on Exhibit "C," then in addition to any rate changes approved pursuant to Section 18.B., Contractor'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 of this Agreement, commencing on July 1, 2008, based on the increase or decrease of the Consumer Price Index - All Items - for the State of California, published by the US Bureau of Labor Statistics ("CPI") during the most recent twelve (12) month period ending no later than December 31st of the calendar year preceding the

upcoming Operating Year. Thus, if the CPI increased three percent (3%) from January 1, 2007, through December 31, 2007, then Contractor's rates in Exhibit "B" would automatically be subject to a three percent (3%) increase effective as of July 1, 2008.

The rates charged by Contractor hereunder are subject to a fuel surcharge ("Fuel Surcharge") of 3.75% as of the Commencement Date, which shall be added to the rates provided in Exhibit "B." The Fuel Surcharge reflects an adjustment to a fuel surcharge that was first established effective July 1, 2006, pursuant to an Agreement between Contractor and El Dorado County (the "County Agreement"), which County Agreement governed Contractor's provision of solid waste collection and disposal services to residents of the District prior to the Commencement Date. The Contractor and the District wish to preserve the amount and method of calculation of the Fuel Surcharge established under the County Agreement to ensure consistency of rates to customers in the Franchise Area. Therefore, in addition to any automatic adjustments in Contractor's rates pursuant to the first paragraph of this Section 18.C., the Fuel Surcharge shall be automatically adjusted, upward or downward, annually effective July 1st of each year during the Term of this Agreement, commencing on July 1, 2008, based on the increase or decrease of the #2 Diesel Fuel component of PPI Commodity Data published by the US Bureau of Labor Statistics ("PPI") from the amount of such component included in the May 2006 PPI, which amount was 239.6. Thus, if at April 30, 2008, the #2 Diesel Fuel component of the PPI was 250, the Fuel Surcharge would be increased to 3.914% effective July 1, 2008 ($250 - 239.6 = 10.4$; $10.4/239.6 = 4.34\%$; $3.75\% \times 4.34\% = 0.164\%$; $3.75\% + 0.164\% = 3.914\%$).

In the event either the CPI index or the PPI 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 Contractor's rates shall be calculated to the nearest cent (\$0.01).

D. Adjustments for Extraordinary Circumstances. In addition to the adjustment mechanisms set forth in Sections 18.B. and 18.C. above, the Contractor may request an adjustment to Contractor's rates for services described in Exhibit "B," under the following extraordinary circumstances: (i) any changes in federal, state, or local laws or regulations that result in an increase in Contractor's costs, including but not limited to the imposition of new or the increase to existing governmental taxes or fees; and (ii) in the event that unforeseen circumstances arise which materially affect Contractor's costs or revenues under this Agreement, including but not limited to material increases or decreases in the cost of fuel. The Contractor'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 Contractor relies for its claim that Contractor's costs have increased. District staff shall promptly review Contractor's rate application and notify Contractor 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 18.D. may be requested by Contractor at any time during the course of an Operating Year; provided, however, that Contractor 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 18.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 Contractor 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 Contractor and/or its Affiliates. The Board may grant Contractor's requested rate adjustment or, based on the information presented, make increase or decrease Contractor's rates in amounts differing from Contractor'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 18.B. shall apply to Board review of rate adjustments under this Section 18.D.

E. Resolution of Issues Regarding the Rate Adjustments. Any issue regarding rates, or the computation thereof, or any other question regarding Contractor'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.

(1) Contractor shall bill all customers for all services, whether regular or special. Contractor shall provide itemized bills, distinctly showing charges for all classifications of services, including the charges for late payment and tipping fees. The Contractor shall also collect and remit to 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.

(2) District may, at District's sole option, upon such terms and conditions as may be mutually agreed upon between the parties, elect to bill the residents for Solid Waste collection. If District elects to do so, mutually agreed upon guidelines will be established and amended into this Agreement.

G. Refunds. Contractor shall refund to each customer, on a pro-rata basis, any advance service payments made by such customer for services not provided when service is discontinued by the customer after reasonable advance written notice or for service not provided by Contractor due to no fault of the customer.

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

SECTION 19 — COLLECTION EQUIPMENT

A. Vehicle Standards. Contractor 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 Contractor 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. Contractor'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 in the process of collection. Collection vehicles shall be designed and operated while in 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 Contractor at Contractor's sole expense. The equipment of Contractor used under this Agreement shall be subject to inspection by District on a semi-annual basis but shall not be subject to any permit fees therefor.

B. Equipment List. Upon execution of this Agreement and at least annually thereafter, the Contractor 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 and type of vehicle.

SECTION 20 — PUBLIC ACCESS TO CONTRACTOR

A. Office Hours. Contractor's office hours shall be, at a minimum, from 8:00 a.m. to 5:00 p.m., Monday through Friday. An adequate number of customer service representatives of Contractor shall be available during office hours for communication with the public in person and by telephone at Contractor's principal office in Diamond Springs, or such other location within El Dorado County as Contractor shall establish. Contractor shall also provide District with an emergency telephone number for use during other than normal business hours. Contractor shall have a representative or answering service available at said after-hours telephone number during all hours other than normal office hours.

B. Withholding of Service. Service may, at Contractor's option, be withheld during any period in which bills for prior service remain delinquent, such bills becoming delinquent forty-five (45) days after the end of each full month for which services have been rendered. Contractor shall notify the Customer and the District in writing fifteen (15) days before stopping service to any customer of the customer's name, address and phone number, and the amount and time covered by all unpaid bills for Contractor's services. Customers whose service is being withheld shall nevertheless continue to be responsible for rates charged during the period in which service is withheld, and shall be subject to an additional charge of one percent (1%) per month or portion thereof that their accounts are more than forty-five (45) days past due. Contractor shall be entitled to a reinstatement fee in an amount approved by the District for reinstating service after such customers bills are brought current. District shall use reasonable efforts to cause delinquent accounts to be collected by causing past due amounts to be included in property tax bills; the reinstatement fee shall cover the District's cost of doing so.

C. Service Complaints.

(1) All customer complaints shall be directed to Contractor. Contractor shall record all complaints received by mail, by telephone, or in person (including date, name, address of complainant and nature of complaint). Contractor agrees to use reasonable

efforts to resolve all complaints by the close of business of the second business day (waste collection) following the date on which such complaint is received. Service complaints may be investigated by the District. Unless a settlement satisfactory to the complainant and the Contractor is reached, the complainant may refer the matter to the District for review.

(2) Contractor 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 the Contractor 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.

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

SECTION 21 — CUSTOMER COMPLAINTS

A. Ombudsman. The Contractor shall appoint an Ombudsman to deal with unresolved Customer complaints.

B. Non-Collection Tags. When Solid Waste is not collected from any customer other than due to withholding of service pursuant to Section 20.B., the Contractor shall notify its customer as to why that collection was not made, and shall attach tags approved by the District to the waste not so collected which clearly identify the reasons for such non-collection. District shall approve in advance Contractor's written procedures for determining when not to collect Solid Waste, and Contractor shall adhere to these approved written procedures in making such determinations and placing Non-collection Tags on a customer's Solid Waste container.

C. District Review of Complaints. A customer dissatisfied with Contractor's decision regarding a complaint may ask the District to review the complaint. To obtain this review, the customer must request District's review within thirty (30) days of receipt of Contractor's response to the complaint, or within forty-five (45) days of submitting the complaint to the Contractor if the Contractor has failed to respond to the complaint. The District may extend the time to request its review for good cause.

D. Remedy. The District 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 rebate of customer charges related to the period of breach of any of the terms of this Agreement.

SECTION 22 — SERVICE EXCEPTIONS: 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 disposal of such substances are continually providing new

definitions, tests and regulations concerning these substances. Under this Agreement it is Contractor'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. Contractor shall make every reasonable effort to prohibit the collection and disposal of Hazardous Waste in any manner inconsistent with federal and state law. Contractor shall have no duty or responsibility to collect or manage Hazardous Waste, other than as explicitly set forth in this Agreement.

B. Notices to Agencies regarding Toxics. Contractor has represented to District that Contractor 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 Contractor in Solid Waste anywhere within the District, including on, in, under or about District's property, including streets, easements, right of ways and District's waste containers. In addition to other required notifications, if Contractor observes any substances which it or its employees reasonably believe or suspect to contain Hazardous Wastes unlawfully disposed of or released on District's property, including streets, storm drains, or public right of ways, Contractor will also immediately notify the District.

C. Inspection for Toxics. Contractor 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 this subsection, Contractor shall not knowingly collect, handle, process, transport, arrange for the transport of or dispose of Hazardous Waste pursuant to this Agreement.

E. Hazardous Waste Program. Notwithstanding subsection 22.D. above, Contractor agrees to provide, upon District's request and with appropriate fee reimbursement, a program for residents in Contractor'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 of all items listed on Exhibit "B," attached hereto and incorporated into this Agreement, which list may be amended from time to time by the District.

SECTION 23 — INDEMNIFICATION

A. Indemnification of District. Contractor shall protect, defend (with counsel selected by Contractor and reasonably acceptable to District), indemnify and hold harmless District, its board members, officers, directors, employees, agents, consultants, successors and assigns (hereinafter "District Indemnified Parties") from and against any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, District employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with the Contractor's services, operations, or performance hereunder,

regardless of the existence or degree of fault or negligence on the part of the District Indemnified Parties, except for the sole active negligence of the District, its officers and employees, or as expressly prohibited by statute. This duty of Contractor to indemnify and save the District Indemnified Parties harmless includes the duties to defend set forth in California Civil Code Section 2778.

B. Hazardous Substance Indemnification. Contractor shall protect, defend (with counsel selected by Contractor and reasonably acceptable to District), indemnify and hold harmless the District Indemnified Parties from and against all claims for actual damages (including, but not limited to, special and consequential damages), natural resources damages, punitive damages, restitution, injuries, costs, response costs, remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including, but not limited to, attorneys 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, the District Indemnified Parties, arising out of or resulting from any repair, cleanup, detoxification, or preparation and implementation of any removal, remedial, response, closure, corrective action or other plan (regardless of whether undertaken due to governmental action), concerning the release or threatened release of any hazardous substance or Hazardous or municipal Solid Waste at any place where Hazardous or Solid Waste is or has been transported, transferred, processed, stored, disposed or has otherwise come to be located by Contractor pursuant to the Agreement, which may result in a release of Hazardous Waste or hazardous substances into the environment. As used herein, the phrases "hazardous substance" and "Hazardous Waste" shall coincide with the broadest definition thereof contained in any present or future federal or state laws. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA and California Health and Safety Code Section 25364, to defend, protect and hold harmless and indemnify the District Indemnified Parties from liability. This provision shall survive the termination of this agreement between the Contractor and the District. The foregoing indemnity shall not have any dollar limitation. The foregoing indemnity is for the exclusive benefit of the District Indemnified Parties and in no event shall such indemnity inure to the benefit of any third-party.

The foregoing indemnity shall not apply with respect to (1) any Hazardous Waste or hazardous substance generated by the District and delivered by the District to Contractor; or (2) the disposal or release of hazardous substances or Hazardous Waste, which disposal or release has resulted from the negligence or willful misconduct of District. This indemnity shall include and cover all activities of Contractor under the Prior Agreements. Nothing in these exclusions shall be deemed a waiver of any other rights or claims the District may have against the Contractor independent of this indemnity.

SECTION 24 — GENERAL PROVISIONS

A. Force Majeure. Contractor shall not be in default under this Agreement in the event that the collection, processing, transportation and/or disposal services of Contractor are temporarily interrupted or discontinued for reasons outside of the reasonable control of the Contractor, 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 Contractor. Other events do not include the financial ability of the Contractor to perform or the failure of the Contractor to obtain any necessary permits or licenses from any 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 the Contractor. In the event a labor disturbance interrupts collection, transportation and/or disposal of Solid Waste by Contractor as required under this Agreement, District may elect to exercise its rights under Section 13 of this Agreement.

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

C. Right of Entry. Contractor shall have the exclusive right, until written notice revoking permission to pass is delivered to Contractor, 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. Contractor shall not, nor shall it permit any agent, employee or subcontractor 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 that Contractor's employees may accept unsolicited holiday gifts from customers.

F. Prior Agreements and Amendments. 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 all prior agreements between the parties, except as otherwise specifically provided in this Agreement.

G. Compliance with Agreement. Contractor shall comply with those provisions of the Ordinance Code which are applicable, and with any and all amendments to such applicable provisions during the term of this Agreement, provided 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 District: Tammy Mefford, General Manager
Cameron Park Community Services District
3200 Country Club Drive
Cameron Park, CA 95682
Facsimile: (530) 677-2201

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

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 "C" are attached hereto and incorporated in this Agreement by reference.

K. Joint Drafting. This Agreement was drafted jointly by the parties to the Agreement.

L. 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 the rate setting or the District's actions taken pursuant to this Agreement, or for the purpose of interpreting or enforcing the provisions contained in this Agreement.

M. Police Powers. Nothing in this Agreement is intended to or may limit The District's authority pursuant to its police power.

N. 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 Contractor.

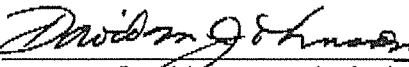
O. Survival. All confidentiality and indemnification provisions of this Agreement shall survive this Agreement.

P. Administrator. The District Officer or employee with responsibility for administering this Agreement is Tammy Mefford, General Manager, or her click save Successor.

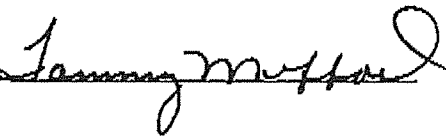
[Signature Page Immediately Follows]

IN WITNESS THEREOF, District and Contractor have executed this Agreement this 21st day of February, 2008.

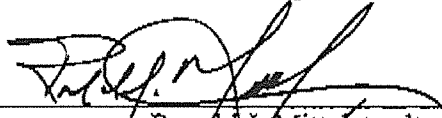
CAMERON PARK COMMUNITY SERVICES DISTRICT

By: 
President, Board of Directors

ATTEST:
Clerk of the
Board of Directors

By: 

WASTE CONNECTIONS OF CALIFORNIA, INC., d/b/a El Dorado Disposal Services

By: 
Its: Ronald J. Mittelstaedt
Chief Executive Officer


By: 
Its: Robert D. Evans
Secretary

Exhibit "A"

Franchise Area Boundaries Map

CAMERON PARK COMMUNITY SERVICES DISTRICT

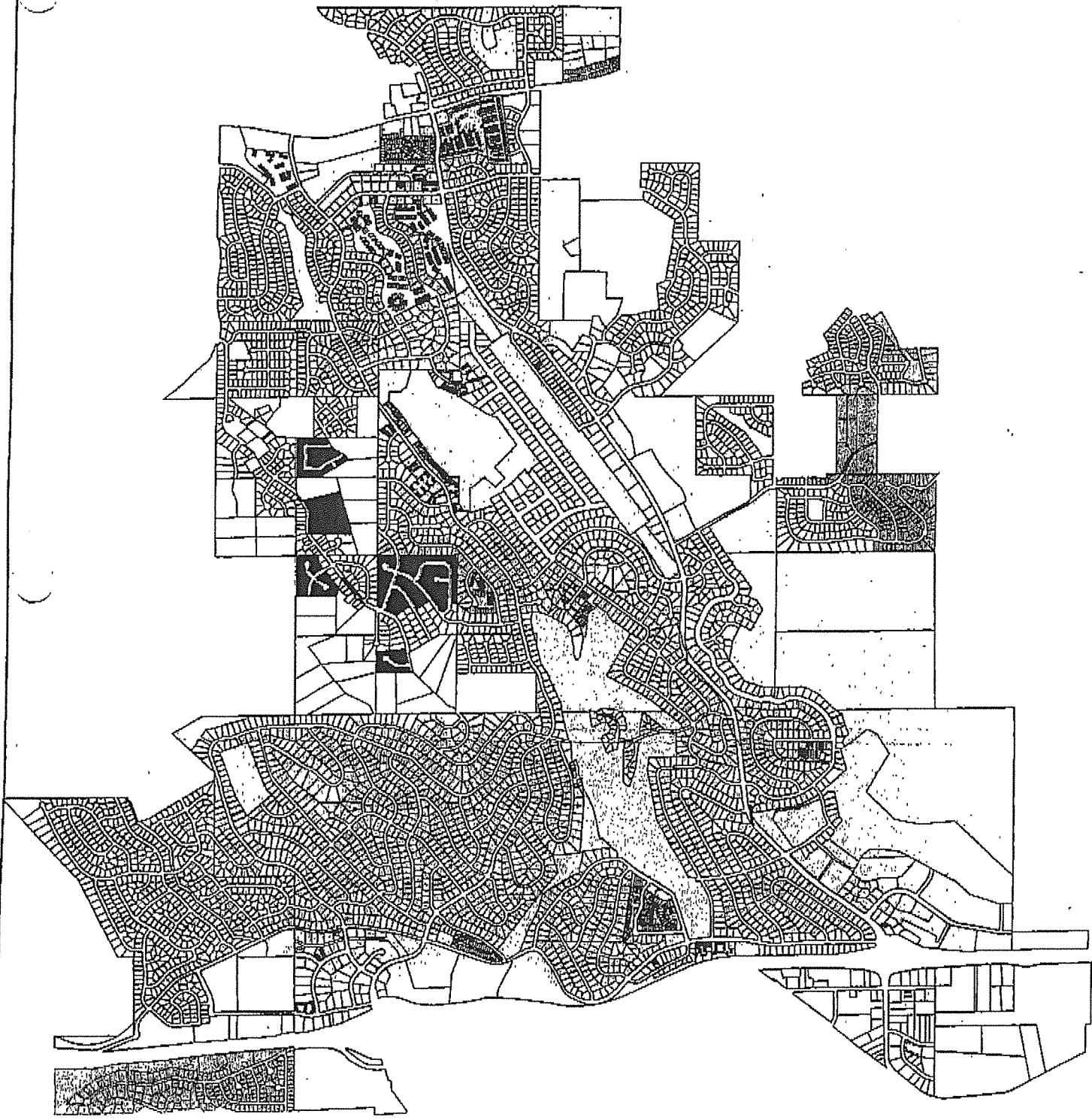


EXHIBIT A

Exhibit "B"
Contractor Rates

(As of 2/1/02)
Rate Sheet

Without Fuel Surcharge	With Fuel Surcharge (3.75%)
Monthly	Monthly
\$ 18.24	\$ 18.92
\$ 21.53	\$ 22.44
\$ 19.47	\$ 20.20
\$ 21.97	\$ 22.79
\$ 19.78	\$ 20.52

Each Additional Waste Cart - Double the first

Extra Trash Charge (each 32 gallon bag)	\$ 3.27	\$ 3.39
Extra Trash Charge (non service day each bag)	\$ 8.35	\$ 8.66

Commercial Rates

	Per Week Pickup						(With fuel surcharge)
	1	2	3	4	5	6	
1 Yard	\$ 71.25	\$ 142.52	\$ 213.78	\$ 285.04	\$ 356.30	\$ 427.56	\$ 443.59
2 Yard	\$ 123.39	\$ 246.78	\$ 370.17	\$ 493.56	\$ 616.95	\$ 740.35	\$ 768.11
3 Yard	\$ 184.28	\$ 368.59	\$ 552.83	\$ 737.11	\$ 921.39	\$ 1,105.67	\$ 1,147.13
4 Yard	\$ 242.47	\$ 484.94	\$ 727.41	\$ 969.89	\$ 1,212.36	\$ 1,454.63	\$ 1,509.39
5 Yard	\$ 303.09	\$ 606.18	\$ 909.27	\$ 1,212.36	\$ 1,515.45	\$ 1,818.54	\$ 1,886.74
6 Yard	\$ 363.71	\$ 727.41	\$ 1,091.12	\$ 1,454.83	\$ 1,818.57	\$ 2,182.24	\$ 2,264.07
8 Yard	\$ 464.11	\$ 928.22	\$ 1,392.32	\$ 1,858.43	\$ 2,320.54	\$ 2,784.65	\$ 2,893.07

Roll Off

	Fuel Rate/Pickup	Surcharge	Total	Tons Included	Per Ton Rate Overage
6 yard	\$ 128.03	\$ 4.80	\$ 132.83	1	\$ 70.00
10 yard - Concrete Only	\$ 172.39	\$ 6.48	\$ 178.85	2	\$ 70.00
20 yard - Yard Waste Only	\$ 207.29	\$ 7.77	\$ 215.06	3.5	\$ 37.01
20 yard	\$ 329.16	\$ 12.34	\$ 341.50	3.5	\$ 70.00
30 yard - Yard Waste Only	\$ 414.62	\$ 15.55	\$ 430.17	5	\$ 37.01
30 yard	\$ 491.97	\$ 18.45	\$ 510.42	5	\$ 70.00
40 yard	\$ 585.68	\$ 21.96	\$ 607.64	5	\$ 70.00
50 yard	\$ 107.74	\$ 4.04	\$ 111.78	5	\$ 70.00

Delivery = \$50.00

EXHIBIT B

Exhibit "C"
To Solid Waste Services Agreement dated February 21, 2008, between
Cameron Park Community Services District
And
Waste Connections of California, Inc., d/b/a El Dorado Disposal Services

The Contractor and the District have established the following performance criteria pursuant to Section 18.C. of the Agreement to determine whether Contractor is entitled to the full CPI adjustment provided in Section 18.C in the case of an increase in the CPI; Contractor shall always be subject to one hundred percent (100%) of any decrease in the CPI regardless of whether Contractor 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 the Contractor 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 .005% on average per collection day for the relevant Operating Year. For example, if the average missed pick-up rate is .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. Contractor shall answer customer calls within an average of seventy five (75) seconds, as measured by the Contractor'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. Contractor 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. Contractor shall on average correct 99.95 % (995 out of 1,000) complaints for litter attributable to Contractor 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 Contractor 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 Contractor with the District pursuant to Section 16 shall be timely filed within the periods specified in that Section, provided 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 16 is filed late, the 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 16 of the Agreement are not filed within the time specified in Section 16, 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.

**FIRST AMENDMENT
 TO
 SOLID WASTE SERVICES AGREEMENT
 BETWEEN
 CAMERON PARK COMMUNITY SERVICES DISTRICT
 AND
 WASTE CONNECTIONS OF CALIFORNIA, INC., doing business as EL DORADO
 DISPOSAL SERVICES**

This First Amendment to the Solid Waste Services Agreement (this "Amendment") between the Cameron Park Community Service District (the "District") and Waste Connections of California, Inc., a California corporation, doing business as El Dorado Disposal Services ("Contractor"), is entered into this 20th day of October, 2010, in connection with the collection, transportation and disposal of Solid Waste.

RECITALS

WHEREAS, the District and Contractor entered into that certain Solid Waste Services Agreement in 2008 (the "Agreement") to provide for mandatory solid waste collection in the District; and

WHEREAS, the District and Contractor wish to amend the Agreement in certain respects to, among other things, clarify the types of services to be provided pursuant to the Agreement and to alter the rate structure for services under the Agreement.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE TO AMEND THE AGREEMENT, AS FOLLOWS:

1. Amendments to Section 6. The following is added to the Agreement as new Sections 6.J, 6.K, 6.L and 6.M:

"J. Participation in RecycleBank Program. For the shorter of (i) the remainder of the Initial Term and (ii) so long as Contractor continues to participate in the RecycleBank program with regard to the District, Contractor shall offer the RecycleBank program to all residential units located in the District and served pursuant to this 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 Contractor. Contractor 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.

K. Regular Collection of Green Waste. Contractor shall collect Green Waste from 96-gallon Contractor-provided containers, as placed for collection by the customer. Standard collection service shall be automated collection from the curb, unless another method is approved by the District; provided, however, that

the District's approval will not be unreasonably withheld, conditioned or delayed. Any excess Green Waste that does not fit within (i) the closed lid of the authorized Green Waste container(s), and (ii) two (2) thirty (30) gallon drawstring plastic bags, shall be deemed excess material and shall be subject to the excess charges as described and limited by Exhibit "B".

L. Free Drop-Off Locations. In addition to the regular collection service provided for in Section 6.K and the periodic Green Waste clean-up days provided for in Section 6.M, residents of the District may also dispose of any excess Green Waste, free of charge, in the appropriate container(s) placed at either (i) Fire Station 89 located at 3200 Country Club Drive in the District, or (ii) Contractor's recycling center located at 4421 Latrobe Road in El Dorado Hills (the "Buy-Back Center"); provided, however, the parties agree and acknowledge that the California Department of Conservation (or any other applicable state, federal or local agency or department) may, through the adoption of rules, regulations or otherwise, limit how and when Contractor may operate such locations, and the parties hereby agree to abide by any and all of such limitations. The District hereby authorizes Contractor to place, maintain and service the applicable container(s) identified above at Fire Station 89. In an effort to increase the amounts and types of Recyclables that residents of El Dorado County (including, without limitation, residents of the District) may dispose of at the Buy-Back Center, Contractor agrees to use good faith and commercially reasonable efforts to relocate the Buy-Back Center to a location that is reasonably accessible to residents of El Dorado County (including, without limitation, residents of the District).

M. Green Waste Clean-Up Days. Four (4) times per year throughout the Initial Term, Contractor shall provide, in addition to regularly scheduled service, curbside collection of Green Waste pursuant to guidelines established by Contractor and approved by the District, for the disposal of Green Waste 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 Contractor and approved by the District. Notwithstanding anything to the contrary in Section 6.K, Contractor may utilize manually loaded rear-load trucks in connection with the clean-up days provided for in this Section 6.M.

N. El Dorado County Solid Waste Management Issues. In a letter sent to the District, dated September 28, 2010, El Dorado County Supervisor John Knight set forth nine (9) questions and items relating to solid waste management in El Dorado County. A copy of that letter is attached hereto as Schedule "1" (the "Knight Letter"). If, during the Initial Term, the District believes it becomes necessary to address any of the questions or items presented in the Knight Letter, the District and Contractor hereby agree to meet and collaborate in good faith in order to assist the District in addressing any of such questions or items.

2. Amendment to Section 9.A. The termination date in Section 9.A is hereby deleted and the following date is substituted therefor: "February 28, 2023"

3. **Amendment to Exhibit "B"**. Exhibit "B" to the Agreement is hereby deleted in its entirety and replaced with Exhibit "B" attached hereto as Exhibit "B".

4. **Addition of Schedule "1"**. Schedule "1" attached hereto is hereby added to, and incorporated into, the Agreement as a new Schedule "1".

5. **Counterparts**. This Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

6. **Ratification**. All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Amendment, all references to the term "Agreement" in this Amendment and in the original Agreement shall include the terms contained in this Amendment.

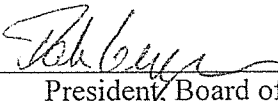
7. **Conflicting Provisions**. In the event of any conflict between the original terms of the Agreement and this Amendment, the terms of this Amendment shall prevail.

8. **Authorization**. Each party executing this Amendment represents and warrants that it is duly authorized to cause this Amendment to be executed and delivered.

[Signature Page Immediately Follows.]

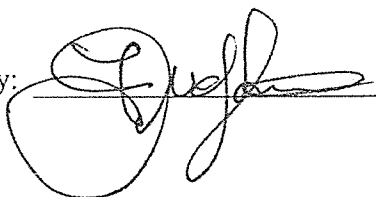
IN WITNESS WHEREOF, the parties execute this Amendment as of the date first written above.

**CAMERON PARK COMMUNITY SERVICES
DISTRICT**

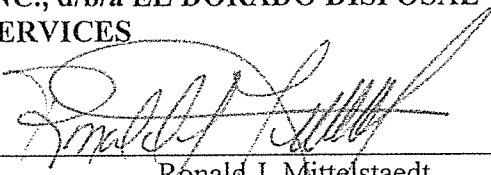
By: 

President, Board of Directors

ATTEST:
Clerk of the
Board of Directors

By: 

**WASTE CONNECTIONS OF CALIFORNIA,
INC., d/b/a EL DORADO DISPOSAL
SERVICES**

By: 

Ronald J. Mittelstaedt
Chief Executive Officer

Its:

Exhibit "B"

Contractor Rates

Exhibit "B" Contractor Rates

Exhibit B
Proposed Rates Based on Extension as Proposed September 2010
CAMERON PARK

2010

Residential		Per Month	
32G		19.17	
64G		\$23.65	
64G SR		\$21.28	
96G		\$30.19	
96G SR		\$27.17	
RecycleBank		\$2.99	
RecycleBank SR (Senior Rate for Qualified Seniors)		\$1.50	
Each Additional Trash Toter is Double the 1x Rate			
Trip Charge	(For scheduled appointments not out. Bulky's / Cart repairs or swaps)	\$5.00	
Extra Trash Charge (each 32 gallon bag)		\$3.63	
Extra Trash Charge (non service day each bag)		\$9.26	
Roll Off		Rate/Haul	Per Ton Rate Tons Included Overage
	6 yard	\$142.04	\$1.00 \$76.36
	10 yard - Concrete Only	\$191.25	\$2.00 \$21.64
	20 yard - Yard Waste Only	\$229.97	\$3.50 \$40.24
	20 yard	\$365.17	\$3.50 \$76.36
	30 yard - Yard Waste Only	\$344.96	\$5.00 \$40.37
	30 yard	\$459.99	\$5.00 \$76.36
	40 yard	\$545.80	\$5.00 \$76.36
	50 yard	\$649.76	\$5.00 \$76.36
	Storage Container (monthly rate)	\$119.53	Delivery = \$57.79

Commercial	Per Week Pickup (with fuel surcharge)					
	1	2	3	4	5	6
1 Yard	\$82.14	\$164.27	\$246.42	\$328.56	\$410.70	\$492.84
1.5 Yard	\$123.21	\$246.41	\$369.62	\$492.82	\$616.03	\$739.24
2 Yard	\$142.23	\$284.46	\$426.69	\$568.92	\$711.14	\$853.39
3 Yard	\$212.42	\$424.83	\$637.24	\$849.65	\$1,062.07	\$1,274.48
4 Yard	\$279.49	\$558.98	\$838.47	\$1,117.97	\$1,397.46	\$1,676.95
5 Yard	\$349.36	\$698.74	\$1,048.10	\$1,397.46	\$1,746.83	\$2,096.20
6 Yard	\$419.25	\$838.47	\$1,257.71	\$1,676.95	\$2,095.99	\$2,515.43
8 Yard	\$534.97	\$1,069.95	\$1,604.90	\$2,139.87	\$2,674.85	\$3,209.81

Schedule "1"

Knigh Letter

11/13/2004 09:37 FAX 5306265218

002/003

COUNTY OF EL DORADO

330 Fair Lane
 Placerville, CA 95667
 (530) 621-5390
 (530) 622-3645 Fax

SUZANNE ALLEN DE SANCHEZ
 Clerk of the Board



BOARD OF SUPERVISORS

JOHN R. KNIGHT
 District I
 RAY NUTTING
 District II
 JAMES R. SWEENEY
 District III
 RON BRIGGS
 District IV
 NORMA SANTIAGO
 District V

September 28, 2010

President Dale Gerger and
 Board of Directors
 Cameron Park Community Services District
 2502 Country Club Drive
 Cameron Park, CA 95682

Dear President Gerger and Board Members,

As District One Supervisor for El Dorado County, I am requesting that you and your Board postpone any extension or modification to your waste contract.

We at the county believe that solid waste management issues will become increasingly problematic in the coming decades and that is why the county is funding a county wide Solid Waste Management Plan and Standardized Rate Setting Methodology. These two studies will identify how we should set our rates and handle our solid waste county wide. This is why I am asking you and your board to join us in working towards a united county wide solution while maintaining individual identities.

These two studies will be made available to all franchisors and should assist you and your board in handling solid waste in Cameron Park.

If you decide to move forward without this information, I would like you to consider some of these questions and items.

1. If the County develops a uniform rate methodology for all the franchisees, will the CPCSD and its hauler support the uniform rate methodology and incorporate the methodology into the Franchise Agreement?
2. Will the CPCSD require its hauler to utilize the County Material Recovery Facility (MRF), within the County, to process and control the waste stream with the goal of maintaining the State mandated diversion requirements?

11/13/2004 09:38 FAX 5306265218

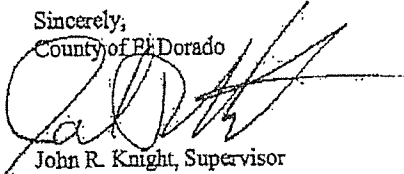
003/003

President Gerger and Board Members
September 28, 2010
Page 2

3. Will the CPCSD require its hauler to guarantee compliance with the State mandated diversion requirements as the diversion level potentially increase over the next few years (possible 70% to 80% diversion mandate)?
4. If a West Slope Joint Powers Authority were created, would there be anything in the Franchise Agreement that would prohibit the CPCSD from participating in the West Slope Joint Powers Authority?
5. Will a new Franchise Agreement address mixed use (sustainable community development), multi-family residential recycling programs, and future mandated recycling programs?
6. Should the County develop a green waste infrastructure; will the CPCSD have the ability to require its hauler to utilize the County infrastructure versus long hauling the material to another facility outside of the County?
7. Will the Franchise Agreement be flexible and have the ability to meet the needs of the CPCSD for the next 20 years?
8. If a small volume transfer station were sited in the CPCSD area, in the distant future, would the CPCSD have the flexibility to negotiate with its hauler to service the transfer station needs or utilize the transfer station?
9. Should the County, in the future, require further segregation of the waste stream to maximize diversion opportunities, such as commercial organics/food waste, will the CPCSD have the ability to require its hauler to further segregate the waste stream?

Thank you for your consideration and we look forward to working with you and your staff on this very important issue.

Sincerely,
County of El Dorado



John R. Knight, Supervisor
District One

cc: Director Coze
Director Green
Director Johnson
Director Clarke
Fred Smith, General Manager

Per your request, the following are El Dorado Disposal Service's ("EDDS") responses to the nine questions and items raised by Mr. John R. Knight in his letter, dated September 28, 2010, to the Board of Directors (the "Board") of the Cameron Park Community Service District (the "CPCSD"). For ease of reference, in responding to each of Mr. Knight's questions and items, I have used the same numbering as Mr. Knight used in his letter.

1. The County has yet to develop a uniform rate methodology. The current contract between CPCSD and EDDS has a well-defined rate methodology, free from subjectivity, and costs nothing to implement or audit. When and if the County successfully develops a uniform rate methodology, the CPCSD may request a meeting with EDDS to discuss options in good faith as provided for in the first amendment to the franchise agreement.
2. Under the current franchise agreement, the CPCSD does not require EDDS to haul material to any particular disposal site. Rather, EDDS is merely required to dispose of material in accordance with all State and Federal regulations. If such a facility is ever built, the CPCSD may request a meeting with EDDS to discuss the costs and benefits to the CPCSD of such a move. Currently, the CPCSD is meeting the State-mandated diversion requirements and will continue to focus on new and improved programs to do so as agreed to by EDDS in the franchise agreement.
3. Section 5 of the current franchise agreement already requires EDDDS to comply with all laws and regulations and specifically addresses AB939. Furthermore, Section 5 specifically states that, from time to time, the franchise agreement may need to be amended in order to ensure EDDS' compliance with new laws and regulations.
4. There is nothing in the franchise agreement that prohibits the CPCSD from participating in a West Slope JPA.
5. While this is not a new franchise agreement, the current franchise agreement does consider changes to the agreement in the event that any laws or regulations change, which, as discussed above, is specifically provided for in Section 5 of the franchise agreement. In addition, EDDS has already established free multi-family recycling and commercial recycling and has begun piloting multi-family programs to determine best practices. In addition, all services are determined by the CPCSD Board and the CPCSD Board approves all services.
6. As provided for in the first amendment to the franchise agreement, should the County ever develop a green waste infrastructure, the CPCSD may request a meeting with EDDS to discuss in good faith a change in facility drop-off for organic material,. The CPCSD and EDDS are always looking at more economical ways to deal with organics.
7. Yes. Based on the nature of the franchise agreement and the fact that is was negotiated only two years ago, EDDS and the CPCSD believe that this agreement is flexible and has the ability to meet the needs of the CPCSD for the next 20 years. Sections 5, 16 and 20 consider future changes in State and Federal regulations to enable compliance.
8. If a small volume transfer station were sited in the CPCSD area, the CPCSD, as provided for in the first amendment to the franchise agreement, would have the flexibility to negotiate with EDDS.
9. The CPCSD has the ability to negotiate with EDDS in good faith to implement new programs to further increase diversion from the landfill as provided for in Sections 5, 6 and 16 of the franchise agreement.

SECOND AMENDMENT
TO
SOLID WASTE SERVICES AGREEMENT
BETWEEN
CAMERON PARK COMMUNITY SERVICES DISTRICT
AND
WASTE CONNECTIONS OF CALIFORNIA, INC., D/B/A
EL DORADO DISPOSAL SERVICES

This Second Amendment to Solid Waste Services Agreement (this "Amendment") by and between the Cameron Park Community Service District (the "District") and Waste Connections of California, Inc., d/b/a El Dorado Disposal Services ("Contractor"), is entered into this ___ day of July 2012, in connection with the collection, transportation and disposal of Solid Waste. All capitalized terms not otherwise defined herein have the meanings ascribed to them in the Agreement (as hereinafter defined).

RECITALS

WHEREAS, the District and Contractor entered into that certain Solid Waste Services Agreement, dated February 21, 2008, as amended (the "Agreement"), to provide mandatory solid waste collection in the District; and

WHEREAS, the District and Contractor wish to amend the Agreement in certain respects to provide for the provision of additional alternative service options.

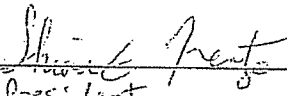
AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties agree to amend the Agreement as follows::


1. Amendment to Exhibit "B". Exhibit "B" to the Agreement is hereby deleted in its entirety and replaced with Exhibit "B" attached hereto as Exhibit 1.
2. Agreement. Except as specifically amended by this Amendment, the terms and conditions of the Agreement prior to the date hereof shall remain in full force and effect. From and after the date of this Amendment, all references to the term "Agreement" in this Amendment and in the original Agreement shall include the terms contained in this Amendment.
3. Counterparts. This Amendment may be executed in any number of counterparts, any of which may be delivered via facsimile or PDF, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one instrument.
4. Authorization. Each party executing this Amendment represents and warrants that it is duly authorized to cause this Amendment to be executed and delivered.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

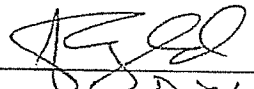
CAMERON PARK COMMUNITY SERVICES DISTRICT

By: 
Its: President
Name: Steve Frantzen

ATTEST:

By: 
Its: Senior Accountant
Name: Denise Herrnberger

WASTE CONNECTIONS OF CALIFORNIA, INC., d/b/a EL DORADO DISPOSAL SERVICES

By: 
Its: District Manager
Name: Jeff England

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

CAMERON PARK COMMUNITY SERVICES DISTRICT

By: Shiva Frenzen
Its: president
Name: Shiva Frenzen

ATTEST:

By: _____
Its: _____
Name: _____

WASTE CONNECTIONS OF CALIFORNIA, INC., d/b/a EL DORADO DISPOSAL SERVICES

By: _____
Its: _____
Name: _____

EXHIBIT 1

Exhibit "B"

2012

Residential		Per Month					
	32G		\$22.15				
	32G Senior		\$19.65				
	64G		\$24.89				
	64G SR		\$22.39				
	96G		\$31.77				
	96G SR		\$28.59				
	RecycleBank		\$2.99				
	RecycleBank SR (Senior Rate for qualified Seniors)		\$1.50				
Each Additional Trash Toter is Double the 1x Rate							
Trip Charge	(For scheduled appointments not out. Bulkys/ Cart repairs or swaps)		\$5.13				
Extra Trash Charge (each 32 gallon bag)			\$3.82				
Extra Trash Charge (non service day each bag)			\$9.75				
Extra Yardwaste (each 32 gallon bag after 2 bag Max)			\$3.82				
Roll Off		Rate/Haul	Tons Included	Per Ton Rate Overage			
	6 yard	\$159.32	1.00	\$85.65			
	10 yard - Concrete Only	\$214.52	2.00	\$24.27			
	20 yard - Yard Waste Only	\$257.95	3.50	\$45.13			
	20 yard	\$409.61	3.50	\$85.65			
	30 yard - Yard Waste Only	\$386.93	5.00	\$45.28			
	30 yard	\$515.95	5.00	\$85.65			
	40 yard	\$612.21	5.00	\$85.65			
	50 yard	\$728.82	5.00	\$85.65			
	Storage Container (monthly rate)	\$134.07	Delivery = \$62.16				
Commercial		Per Week Pickup		(with fuel surcharge)			
		1	2	3	4	5	6
1 Yard	\$92.13	\$184.26	\$276.41	\$368.54	\$460.67	\$552.80	
1.5 Yard	\$138.20	\$276.39	\$414.59	\$552.79	\$690.96	\$829.18	
2 Yard	\$159.53	\$319.07	\$478.61	\$638.14	\$797.67	\$957.22	
3 Yard	\$238.27	\$476.52	\$714.78	\$953.03	\$1,191.30	\$1,429.55	
4 Yard	\$313.50	\$626.99	\$940.49	\$1,254.00	\$1,567.50	\$1,880.99	
5 Yard	\$391.87	\$783.75	\$1,175.62	\$1,567.50	\$1,959.37	\$2,351.25	
6 Yard	\$470.26	\$940.49	\$1,410.74	\$1,880.99	\$2,351.01	\$2,821.48	
8 Yard	\$600.06	\$1,200.13	\$1,800.17	\$2,400.23	\$3,000.30	\$3,600.36	
Extra Yardage per yd	\$	21.28					

**Crowe LLP**

Independent Member Crowe Global

400 Capitol Mall, Suite 1400
Sacramento, California 95814-4434
Tel 916.441.1000
Fax 916.441.1110
www.crowe.com

June 17, 2020

Ms. Sue VanDelinder
Division Vice President
El Dorado Disposal Service
580 Truck Street
Placerville, CA 95667*Transmitted via email***Subject: El Dorado Disposal Service Commodity Revenues and
Transfer Station/Materials Recovery Facility Capital Cost Analysis**

Crowe LLP (Crowe) has completed its analysis of El Dorado Disposal Service's (EDDS's) commodity revenues during rate years 2019 and 2020 and of increases in the transfer station/Materials Recovery Facility (MRF) capital cost estimate. Under the County's direction, EDDS contracted with Crowe to perform an analysis of its commodity revenues and transfer station/MRF capital costs to determine impacts of unforeseen changes and to identify potential adjustments to current rates, if warranted. This letter report documents the results of our analysis, and is organized as follows:

1. Purpose of Analysis
2. Summary of Analysis
3. Background of Analysis
4. Scope of Analysis
5. Rate Setting Adjustments
6. Results of Analysis.

1. Purpose of Analysis

The purpose of this El Dorado Disposal Service Commodity Revenues and Transfer Station/Materials Recovery Facility Analysis (Analysis) is to determine the impact of changes in the recycling marketplace on EDDS's County rates and the impact of new transfer station/MRF cost estimates on current transfer station/MRF and EDDS County rates. The results of our analysis will assist the County to determine whether a rate increase is warranted for EDDS at this time to account for unforeseen circumstances in the recycling marketplace and increased transfer station/MRF construction capital costs. We conducted this Analysis in accordance with the County's *Solid Waste Rate Setting Policies and Procedures Manual for Unincorporated Areas* (Manual). This Manual was developed and incorporated into the County's franchise agreement with EDDS in October 2014.

The information in this Analysis is based on estimates, assumptions, and other data developed by Crowe from information provided by EDDS, EDDS's contracted vendors, knowledge of and participation in other studies, and other sources deemed to be reliable. In the course of preparing this Analysis, we have not conducted an audit, review, or compilation of any financial or supplemental data used in the accompanying Analysis. We have made certain projections which may vary from actual results because events and circumstances frequently do not occur as expected and such variances may be material. We have no responsibility to update this Analysis for events or circumstances occurring after the date above.

Our procedures and work product are intended for the benefit and use of EDDS. This engagement was not planned or conducted in contemplation of reliance by any other party or with respect to any specific

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transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

2. Summary of Analysis

The analysis of EDDS's tonnage and recycling sales data for 2019, and actual and year-to-date 2020, supports that EDDS' request to make up for a \$321,371 revenue shortfall is reasonable at this time. EDDS's proposed rate increase of \$0.19 per customer, per month, for residential customers, and a 1.59 percent increase in commercial rates for El Dorado County will cover this shortfall. Should recycled markets dramatically improve between now and the time of the next base year review, the County should calculate a "true up" to determine differences between this projected recycled commodity revenue shortfall and what actual occurred and consider providing this as a credit back to County ratepayers.

The analysis of transfer station/MRF capital cost estimates spanning 2014 to 2020, and the current facility plans/configuration, supports that the transfer station/MRF facility construction costs are expected to exceed the high end of Waste Connections original 2014 commitment, of \$12M, by \$13.6M at this time (see rightmost column in Table 1).¹ Waste Connections has proposed recovery of a \$12M increase in transfer station/MRF costs. This increase in capital cost is considered significantly higher than the 2014 maximum estimate and therefore, consistent with the 4th Amendment language, can be considered by the Board.

We verified that Waste Connections' proposed rate changes to hauling rates and gate rates will cover this \$12M revenue requirement. The proposed 3.23 percent rate increase to County residential and commercial customers is estimated to cover approximately 61 percent of this revenue requirement. We verified that this increase was accurately calculated.

Waste Connections requested various changes to gate rates (see Table 2) to make up the remaining 39 percent of the revenue requirement. We reviewed the proposed gate rate changes as presented and these gate rate increases appear sufficient to cover the remaining 39 percent of the revenue requirement based on assumptions for how customers respond to the proposed gate rate changes. However, we conclude that the proposed gate rate changes for Mixed Loose Waste, Clean Yard Waste, and Minimum Load Fees as presented are too significant to implement in a one-year period and would cause undue hardship on those customers currently using these services at the transfer station/MRF. To mitigate rate impacts, gate rate increases for these three services should be phased in over at least a 3-year period. We also suggest that the County and Waste Connections consider monitoring the total spend of this facility construction and "true up" differences upon completion.

3. Background of Analysis

EDDS, under parent company Waste Connections of California, provides solid waste collection services to the County's West Slope customers in Area A, B, and C. In discussions with the County on May 1, 2020, EDDS requested to initiate an additional rate adjustment citing continued increases in the costs to dispose of commingled recyclables as well as higher than expected costs of the transfer station/MRF renovation project at 4100 Throwita Way. EDDS's request to initiate an additional rate adjustment was based on the "Unforeseen Circumstances," clause of the *Solid Waste Rate Setting Policies and Procedures Manual* (Rate Manual), which is incorporated into the EDDS Franchise Agreement with the County, which specifies the following:

¹ Note: Waste Connections is requesting recovery of \$12M which is \$1.6M below the current difference of \$13.6M (based on a \$25.7M total cost estimate). Note that if \$5M of additional planned costs are included, the current total cost estimate is over \$30M. These additional costs are in the areas of: 1) final additional design items (\$874k); 2) planning, permitting and environmental review costs (\$1.3M), 3) improvements to the Wetsel Oviatt site for interim offsite greenwaste and C&D processing (under temporary lease) (\$1.4M), and 4) new MRF equipment/land purchase costs (\$834k). Waste Connections has indicated it plans to seek opportunities for cost reductions/savings throughout the remaining construction period. The total current project estimate is \$30.5M and Waste Connections will be looking at design alternatives for the C&D building so that the project value is no more than \$25.6M.

“The County should consider a proposed revision in a franchise hauler’s rates whenever the franchise hauler can establish to the satisfaction of the County that Unforeseen Circumstances have arisen that have or will materially affect the franchise hauler’s revenues of costs under this Manual.”

Additionally, the 4th Amendment of the Franchise Agreement between the County and EDDS specifies the following as it relates to seeking rate increases related to MRF improvements where costs significantly exceed the original \$12M estimate (refer to bold text):

*At no time over the Franchise term will Contractor be allowed to request, and the Board will not approve, an increase in refuse Collection rates or Transfer Station / MRF rates to compensate Contractor for any of the costs of the new Transfer Station / MRF improvements at 4100 Throwita Way based on Contractor’s original 2014 maximum project estimate of twelve million dollars [\$12,000,000.00]. **An increase in refuse Collection rates or Transfer Station / MRF rates to compensate Contractor for any estimated costs of the new Transfer Station / MRF improvements that are in excess of the 2014 maximum project estimate may only be requested and considered by the Board if the estimated costs significantly exceed Contractor’s original 2014 maximum estimate.***

The County requested that an independent financial body evaluate whether an additional rate increase is warranted based on justifiable and supportable analyses. EDDS selected Crowe to perform an analysis of its commodity revenues to determine impacts of unforeseen changes on recycled material sales revenues and the transfer station/MRF renovation costs, and to identify potential adjustments to current rates. The County will determine whether a rate increase is warranted based on the results of this analysis.

The Rate Manual² guides County rate setting. Rate setting has generally followed an approximately three-year cycle with the prior base year rate analysis conducted for rate year 2018. The next base year rate analysis is anticipated to be conducted for rate year 2021. Recently approved rate changes are as follows:

- 2015 – 1.96 percent rate increase – base year
- 2016 – 1.75 percent rate increase – interim year
- 2017 – 1.51 percent rate increase – interim year
- 2018 – 5.02 percent rate increase – base year
- 2019 – 6.00 percent rate increase – interim year
- 2019 – 2.86 percent rate increase – unforeseen circumstances.³

4. Scope of Analysis

Our scope of services included the following three (3) tasks:

1. Obtain and Evaluate Financial Data
2. Assess Potential Impacts of Changes on Rates
3. Prepare Draft and Final Letter Reports.

For this analysis, we performed the following tasks:

1. Analyze actual and projected County recycled materials tonnages, by material type
2. Analyze actual and projected County recycled material processing costs (including transportation)
3. Analyze actual and projected revenues received for County recycled materials

² The County allows for EDDS to submit an interim year rate application in each of the “interim” two (2) years between “base” years, should EDDS want to request an increase in rates. The scope and content of the *Interim Year Rate Application* is more limited than a base year request, and interim year rate adjustments are subject to a “floor” and a “cap” of one (1) and six (6) percent.

³ Included a 2.86 percent rate increase for unforeseen recycled commodity sales reductions between 2018 and 2019.

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4. Determine impacts of unforeseen changes on actual and projected transfer station/MRF rebuild costs
5. Identify potential adjustments to current County rates and transfer station/MRF gate rates, if applicable
6. Determine the impact of the adjustments on the County rate structure, if applicable.

EDDS entered into contract with Crowe on May 8, 2020 to provide these services. We met with EDDS and the MRF facility on May 11, 2020. On that same day we submitted a data request to EDDS. We made subsequent inquiries regarding data provided throughout the month of May 2020.

5. Rate Setting Adjustments

a. Recycled Commodity Revenues and Costs

In this section, we identify changes in EDDS's 2019 actual and 2020 projected commodity revenues, which informed potential adjustments to County rates. The company requested a \$0.19 per home increase in residential collection rates and a 1.59 percent increase in commercial revenues to make up for the current declines in commodity revenues.

In response to our data requests, EDDS provided the following items:

- Comingled outbound commodity tonnages for Rate Year 2019 and year to date 2020, by month (system generated data)
- Comingled processing statements from Cal-Waste Recovery Systems (Cal Waste) for Rate Years 2019 and year-to-date 2020 (through April 2020), by month
- Transportation cost detail from sampled Tiger Lines, LLC invoices for Rate Year 2019 and year-to-date 2020 (through April 2020), by month
- EDDS 2020 customer counts.

Decreases in commingled commodity revenues between 2018 and 2019 (actual), and between 2019 and 2020 (projected) are largely due to the combination of continued declines in commodity prices received and increases in processing costs. We noted an 18 percent reduction in the actual credit per ton received from calendar year 2019 to year-to-date 2020, and a 10 percent increase in the per ton processing fees paid from \$135 per ton in December 2019 to \$148.55 per ton in January 2019.⁴

Conclusion: EDDS requested the above adjustments to residential and commercial rates to cover a current projected net shortfall of \$321,371. Our analysis, based on the tonnage and recycling sales data we reviewed for 2019 actual and year-to-date 2020, supports that EDDS' request to make up for this \$321,371 revenue shortfall is reasonable at this time. Should recycled markets dramatically improve between now and the time of the next base year review, the County should calculate a "true up" to determine differences between this projected recycled commodity revenue shortfall and what actual occurred and consider providing this as a credit back to County ratepayers.

b. Materials Recovery Facility Capital Costs

In 2014, at the time the County EDDS signed the current franchise agreement, EDDS estimated that the capital costs to renovate the current transfer station/MRF at 4100 Throwita Way would range from \$8 to \$12 million. As indicated in the 4th Amendment to the Franchise, EDDS provided a guarantee to County ratepayers that it would not increase transfer station/MRF or collection rates to compensate EDDS for capital costs of this planned transfer station/MRF renovation project up to \$12 million. Due to change in circumstances, the estimated capital costs for the transfer station/MRF project are now in excess of \$25.6 million (see total in third column, Table 1).

⁴ EDDS uses a third-party processor (Cal Waste) to process commingled recyclables. EDDS currently pays CalWaste to process commingled recyclables transported by Tiger Lines from the MRF to the CalWaste facility. These payments are determined based on the difference between a contracted processing fee rate and the commodity sales received under market-based conditions.

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The 4th Amendment indicates that an increase in refuse collection rates or transfer station/MRF rates to compensate the contractor for any estimated costs of the new transfer station/MRF improvements that are in excess of the 2014 maximum project estimate may only be requested and considered by the Board if the estimated costs significantly exceed Contractor's original 2014 maximum estimate. The \$13.6 million increase (\$25.6M-\$12M) in the capital costs of the transfer station/MRF (rightmost column in Table 1) are well in excess of the 2014 maximum project estimate.

The company is proposing to increase 3rd party (self-haul) transfer station gate rates as well as increase hauling rates by 3.23 percent to cover a \$12M (low-end) cost overage with a moderate return on invested capital costs. The County requested that we review the basis for the increase in these costs.

Crowe obtained and reviewed the following transfer station/MRF renovation project documentation:

- Original 2014 planning level capital cost estimate
- August 13, 2014 letter from Waste Connections to the County which among other provisions identifies EDDS' commitment to the transfer station/MRF renovation
- 2018 capital cost estimate prepared by Unger Construction Company (90% CD), dated 9/24/18
- 2018 capital cost rough order of magnitude (ROM) budget, dated 11/2/2018
- 2020 capital cost estimate (GMP budget), dated 4/6/20
- Project-to-date spend figures.

We also conducted interviews of EDDS management and the engineering manager, and a site tour, to better understand the evolution/history of the transfer station/MRF facility project. Below we describe the details of the transfer station/MRF plans as they have evolved from 2014 to the present. In **Table 1** we provide the transfer station/MRF cost estimates in 2014, 2018, and 2020.

2014

The 2014 Site Plan envisioned a new 36,000 square foot transfer/processing building on the north side of the lot. The design for this new building included a loadout tunnel for transfer trailer loading. The existing 67,500 sq. ft. transfer station/MRF building was to be reconfigured as follows:

- 2,000 sq. ft. remodeled for administration/office space.
- 14,000 sq. ft. demolished and used as a free public recycling drop off area (for white goods, metals, tires, and an HHW area). Of this total, 12,556 sq. ft. was under a covered canopy. This area included storage/shipping of recyclables.
- Approximately 27,000 sq. ft. of the remaining space for baling, sorting, construction and demolition (C&D) processing, material handling, bale storage, and equipment maintenance.

In accordance with the 2014 commitment letter, Waste Connections also indicated that the new facility would be built according to specifications included in new storm water regulations, including configuring the facility such that industrial activities are under roof or within a building and storm water basin reconfigurations to enhance discharge control.

At the time, the company had developed what was considered a rough order of magnitude (ROM) cost estimate based on a qualified consultant's (JR Miller, a transfer station construction expert) visual and conceptual analysis of the facility requirements. At the time, the local construction climate was still recovering from the Great Recession and so the cost estimate in 2014 reflected relatively favorable construction pricing as contractors were eager for work.

In 2014, the company was focused on renovating the existing facility to support the needs of the community with essentially the lowest potential overall cost impact. Though considered, options for new facility locations were limited due to the challenges with developing an acceptable site in the area and the overall high costs of completely new construction. An important constraint was that for the company to keep the facility open to serve customers on a continuous basis, the project necessitated on-site phasing of the renovation.

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2018

In 2018 the plan for the transfer station/MRF facility renovation changed. As the company proceeded to work on the project after 2014, there was a more than two-year delay to address soil remediation problems on the site.⁵ The company had to work closely with the State Water Board to investigate, drill, and test for high pH water levels on the site, ultimately locating problem areas near two water storage basins on the west side of the property. These efforts led to significant unforeseen site remediation costs.

The new 2018 Site Plan (prepared by Arch Nexus Architects), was modified to include demolishing most of the existing transfer station/MRF building due to the significant expense of renovating an aging building with a low roof line.⁶ Additionally, remodeling the entire existing building under the 2014 plan would have resulted in more space for the administration office, storage and maintenance area than was necessary.

In the 2018 Plan, rather than use of the entire transfer station/MRF building, Waste Connections proposed to remodel and repurpose a portion of the existing transfer station/MRF building (the administration area and maintenance/baling bays) using a new higher roof line. The 2018 Site Plan also included construction of two (2) new buildings: (1) an enclosed transfer station for the transfer of waste/materials not requiring processing, and (2) a recycle canopy for handling/processing greenwaste, construction demolition debris, and possibly co-mingled recyclables.

The following material changes were made to the original 2014 plan:

- Increase in the recycle/canopy size from 12,556 square feet to 22,733 square feet
- Significant increase in the cost of soil remediation (associated with lime, as described above); from \$260k to \$4.3M
- Reduction in the new transfer station/MRF building size from 36,000 square feet to 25,000 square feet (a cost savings)
- New grading/paving of the area where the existing transfer station/MRF building will be demolished and replaced by a storage yard
- Introduction of a new dedicated recycling area in the northeast corner of the lot
- Allocation of 3,246 square feet for HHW, including 1,230 square feet for appliance storage.

In 2018 the overall cost estimate for the facility, at the 90% conceptual design stage (with the cost estimate prepared by Unger Construction Company on 9/24/2018), increased materially based on these changes. As shown in Table 1, the 2018 cost estimate was approximately \$22.6M.

2020

By 2020, Waste Connections determined that the cost to renovate and preserve the existing transfer station/MRF building was far too expensive. In addition to the old building age and low roof line, the existing roof would need to be replaced as it did not meet current building codes.⁷ Rather than try to retain the existing building, the 2020 Site Plan envisioned construction of all new buildings. To reduce impacts on neighboring residence, the company also plans for the C&D Recycle Canopy to now be an enclosed building.

For 2020, the following material changes were made to the 2018 plan:

- Increase in the recycle/canopy size to 28,983 square feet
- Increase in the cost of soil remediation; \$400k
- Transfer station loadout tunnel changed to flat floor (cost reduction)
- Allocation of 7,385 square feet for HHW, including 3,545 square feet for appliance storage; with a new separate building

⁵ The transfer station/MRF building was constructed on a site that was originally a lime processing plan. There is lime in the underlying soil throughout the lot. There were instances of leachate detected off of the property.

⁶ The low roof line was a remnant of the existing building which was not originally designed as a transfer station/MRF. The low roof line led to some instances of collection truck driver's hitting the openings when truck lifts were left up. Transfer station doors are typically much higher than at the existing facility to alleviate this problem.

⁷ It was determined that any modification of the facility structure necessitated complete roof replacement. The original building was constructed some 40 years ago.

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- New construction and demolition (C&D) processing building with baling, bale storage, and bale loadout capabilities
- Cost increase to demolish the entire building versus a partial demolition in 2018
- Increase in the unit costs of construction (by approximately 18%, or \$1.4M).

The overall cost estimate for the facility increased based on these changes. As shown in Table 1, the 2020 cost estimate is approximately \$25.7M. Most of the design is complete apart from the C&D building which remains at an ROM level. Note that this estimate does not include an additional approximately \$5M of costs in the areas of: (1) final additional design items (\$874k); (2) planning, permitting and environmental review costs (\$1.3M), (3) improvements to the Wetsel Oviatt site for interim offsite greenwaste and C&D processing (under temporary lease) (\$1.4M), and (4) new MRF equipment/land purchase costs (\$834k).

In summary, the increases in capital costs for the transfer station/MRF from 2014 to 2020 are related to the fact that the existing building could not be cost-effectively renovated and repurposed. Primary high-level drivers for the capital cost increase (rounded) are summarized as follows and are reflected in the second to last column of Table 1:

- Increase in costs for the administration building; no longer in current building but now a separate building on the northeast corner of the lot, \$3M
- Increase in costs for the C&D recycling building; no longer in current building but now a separate building on the southwest corner of the lot, \$5M
- Increase in costs for a household hazardous waste building (was planned under existing roof, but now a separate building on the southeast side of the lot), \$2M
- Increase in costs for soil remediation (unforeseen in 2014), \$4M
- Increase in overall site grading requirements (using the entire lot now when originally contemplated renovating existing building), \$3M.

In order to recover the company's current estimate of a \$12M increase in the capital costs of the new transfer station/MRF, Waste Connections proposes a 3.23 percent rate increase on residential and commercial rates as well as the transfer station gate rate changes proposed in **Table 2**. This would generate approximately \$1.5M of new annual revenue per year for an approximate payback period for the \$12M shortfall of 10 years, inclusive of a small return on this investment.

Conclusion: EDDS requested a 3.23 percent increase to residential and commercial rates and separate transfer station/MRF gate rate increases to cover a projected capital cost shortfall of over \$12M. Our analysis, based on the capital cost estimates we reviewed that spanned 2014 to 2020, and the current facility plans/configuration, supports that the transfer station/MRF facility costs are expected to exceed the high end of Waste Connections original 2014 commitment, of \$12M, by \$13.6M at this time (rightmost column of Table 1).

The proposed 3.23 percent rate increase to residential and commercial customers is estimated to cover approximately 61 percent of this shortfall. We verified that the impact of this increase was accurately calculated.

EDDS is requesting changes to gate rates to make up the remaining 39 percent of the \$1.5M shortfall. We reviewed the proposed gate rate changes as presented. We conclude that the proposed gate rate changes for Mixed Loose Waste, Clean Yard Waste, and Minimum Load Fees as presented are too significant to implement in a one-year period and would cause undue hardship on those customers currently using these services at the transfer station/MRF. The County should consider phased implementation of gate rate increases for these 3 services over at least a 3-year period (i.e., 1/3 of the increase in each of the next 3 years from 2020 to 2022) so that the full gate rate change for these three services is not realized until 2022. This will provide adequate time for those customers using these three services to determine how they will respond to the gate rate increases; whether to shift to curbside collection, pay the extra cost to self-haul the material, or via some other means (e.g., use of another facility). Due to the minor number of transactions, and/or the limited proposed rate change, we concluded that the remaining gate rate changes in Table 2 could be implemented immediately.

Additionally, because progression of the construction of the new facility has been delayed by Covid-19, the new expected completion date is likely to occur sometime in 2023. A phased gate rate increase implementation aligns with this expected delayed delivery date.

Crowe reviewed unit costs, included in the detailed cost estimate, against construction cost averages. In general, we found that most of the significant facility unit costs fell within the expected unit cost range of similar construction costs. We found some areas where the unit costs were at the high end of the range of comparable costs (e.g., plumbing, HVAC, fence, curb, overall construction & demolition building costs (at ROM stage)). We understand that Waste Connections plans to make efforts to mitigate facility costs as much as possible going forward. We suggest that the County and Waste Connections consider monitoring the total spend of this facility construction and “true up” differences upon completion.

Table 1
Waste Connections
2100 Throwita Way Transfer Station/Materials Recovery Facility Renovation
Construction Cost Estimates
(2014, 2018, and 2020)

Cost Description	2014	2018	2020	Change 2014-2020	Difference Between 2020 and \$12M Commitment
Administration Building	\$585	\$5,836	\$3,518	\$2,933	
Bale Storage	-	221	-	0	
Baler/Maintenance Bay		1,814	-	0	
Construction and Demolition	-	2,481	5,000	5,000	
Education Center	-	-	61	61	
Household Hazardous Waste	-	709	1,648	1,648	
Recycle Bin Area	-	379	390	390	
Scale House and Scales	318	556	792	474	
Site Improvements (Grading/Paving/Striping, Demo)	767	2,424	4,066	3,299	
Soil Remediation (Lime)	260	4,314	4,706	4,446	
Transfer Station/MRF	6,676	2,349	3,792	(2,884)	
Utilities	182	1,473	1,689	1,507	
Total	\$8,789	\$22,557	\$25,665	\$16,876	\$13,665

Table 2
Waste Connections
Proposed Transfer Station Gate Rate Changes
(2020)

Rate Description	Current	Proposed	Change
Mixed Loose Waste (Greater than 1/2 cubic yard)	\$13.16	\$22.00	\$ 8.84
Clean Yard Waste/clippings/small limbs (no plastic bags) - min 1 yard	\$9.76	\$15.00	\$5.24
Minimum Load (up to 2 cubic yard or 55-gallon drum)	\$7.66	\$20.00	\$12.34
Clean Wood Waste (not painted, burnt, or chemically treated)	\$10.19	\$15.00	\$4.81
Appliance with an additional charge applied for the removal of freon gases and motor(s), and any other hazardous wastes	\$35.99	\$36.00	\$0.01
Appliances	\$13.52	\$20.00	\$6.48
Dead Animals - Small (cat, dog, goats, and deer)	\$25.45	\$25.00	\$(0.45)
Per additional 32 gal can of household waste	\$3.45	\$15.00	\$11.55
Dead Animals - Large Size (Large goats, sheep, pigs)	\$50.96	\$50.00	\$(0.96)
Mixed Loose Waste (Greater than 1/2 cubic yard) - Unsecured	\$16.45	\$27.50	\$11.05
Minimum Load (up to 2 cubic yard or 55-gallon drum) - Unsecured	\$9.58	\$25.00	\$15.42
Clean Yard Waste/clippings/small limbs (no plastic bags) - min 1 yard - Unsecured	\$12.20	\$25.00	\$12.80

Ms. Sue VanDelinder
June 17, 2020

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We appreciate the contribution of EDDS management for this analysis. If you have any questions regarding this report, please call Erik Nylund at (415) 230-4963, or email erik.nylund@crowe.com.

Very truly yours,
Crowe LLP

Cameron Park Monthly Performance Standards

Month		April	May	June	July
Performance Standard	System of Record	Result	Result	Result	Result
Missed Pickup	Route Manager	7	3	9	2
The missed pickup rate for residential customers shall not exceed .005 or five per one thousand customers					
Call Answer Rate in Seconds	NEC Phone System	64	66	64	150
Customer calls shall be answered within an average of 180 seconds					
Customer Complaints	Logged into Excel	0	1	1	0
Contractor shall on average correct 99.95% of customer complaints for each operating year					
Total complaints for the year		0	1	2	2
Litter Complaint		0	0	0	0
Contractor shall on average correct 99.95% of customer complaints for litter attributive to contractor within 48 hours	Logged into Excel				
Litter complaints for the year		0	0	0	0
New Starts		39	33	5	49
Special removal(batteries, bulky, oil)		36	35	22	33
Reporting		100%	100%	100%	100%
All reports required to be filed by contractor within the specified time. Specifically refers to franchise fee and diversion reporting.	Waste Works/Route Manager				

Date	Customer Name	Address	Complaint	Resolution
4.22.2020	Lisa Mace	3176 Spanish Ravine Road	LISA CALLED IN -SHE ADVISED THAT ON 4/6/20, APPROX 7:30 AM- THE DRIVER BACKED ALL THE WAY DOWN THE ROAD AND DID NOT TAKE THE TURN CORRECTLY, AND HAD GONE IN THE DITCH, CRUMBLING PARTS OF THE ROAD CAUSING DAMAGE. SHE STATED THAT SHE HAS VIDEO OF THE TRUCK CAUSING DAMAGE.	Operations Supervisor met with customer and did a site check.
5.19.2020	SILVA, TODD & MONICA	3064 MOLINER DR	Customer called to complain about worker in the HHW station. Customer was not happy that they had to unload their waste as pre Covid-19 the attendant unloaded the materials.	MRF Supervisor reached out to customer to help educate on employee safety and safe distancing.
6.2.2020	Bob Conover	2837 OSBORNE RD	I RECEIVED A CALL FROM OUR CUSTOMER BOB CONOVER REGARDING HIS EXPERIENCE AT THE RECYCLE LOCATION LOCATED ON PALMER DRIVE. CUSTOMER ADVISED THAT HE WAS AT THIS LOCATION LAST THURSDAY / FRIDAY AND AGAIN TODAY - THE REPRESENTATIVE WAS VERY RUDE, NOT ALLOWING HIM TO SPLIT THE RECYCLING (HIS AND HIS DAUGHTERS) BOB ADVISED THAT HE WILL NO LONGER DO BUSINESS AT THIS LOCATION. BOB IS REQUESTING SUPERVISOR GIVE HIM A CALL TO DISCUSS HIS ISSUES WITH THIS LOCATION	MRF Supervisor reached out to customer. Recycle Center employee was coached.

Date	Customer Name	Address	Compliment	
April None				
5.19.2020	WITTER, RICHARD	7103 KENTFIELD DR	PLEASE THANK THE DRIVER OF THE HOUSEHOLD TRASH TRUCK THAT SERVICED OUR NEIGHBORHOOD THIS MORNING FOR THE MUCH NICER TUESDAY MORNING EXPERIENCE THAN USUAL. THERE WERE NONE OF THE USUAL QUICK STOPS WITH SQUEALING BRAKES, NOR THE REPEATED SLAMMING UP AND DOWN OF THE MECHANICAL ARM WHEN EMPTYING THE CAN INTO THE TRUCK. WAS THIS A DIFFERENT DRIVER, OR DID OUR REGULAR DRIVER SWITCH TO DECAF? MAYBE GOT A GOOD NIGHT OF SLEEP? WHATEVER, THANK THAT PERSON. AND THANK YOU AND ALL AT YOUR SERVICE FOR NEVER FAILING. WE APPRECIATE YOU	
June None				
July None				

RESOLUTION No. 2020-18
of the Board of Directors
of the Cameron Park Community Services District
August 19, 2020

**RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT
 BETWEEN CAMERON PARK COMMUNITY SERVICES DISTRICT
 AND WASTE CONNECTIONS OF CALIFORNIA, INC.,
 DOING BUSINESS AS EL DORADO DISPOSAL SERVICES,
 AND ESTABLISHING RATES FOR THE COLLECTION OF SOLID WASTE
 WITHIN THE CAMERON PARK COMMUNITY SERVICES DISTRICT**

WHEREAS, the Cameron Park Community Services District (District) and Waste Connections of California, Inc., doing business as El Dorado Disposal Services (EDD), have entered into a Franchise Agreement, including Amendments thereto (Agreement), for the collection of solid waste within the Cameron Park Community Services District; and

WHEREAS, EDD is proposing an Amendment to the Agreement between District and EDD to provide changed and enhanced services and extend the Agreement Term ten years to 2033 (Attachment 10A); and

WHEREAS EDD is entitled to request certain rate increases for CPI and Extraordinary Circumstances as outlined in the Agreement; and

WHEREAS, EDD has met or exceed Performance Standards, a qualifying condition for a rate adjustment; and

WHEREAS, EDD is requesting a Rate Adjustment as depicted below;

	Current Rate	add CPI Adjust	add Recycle Adjust	add MRF Rebuild New Proposed Rate	Total Change
35G CAN WEEKLY	\$ 26.40	\$ 27.26	\$ 27.58	\$ 28.43	\$ 2.04
35G CAN WEEKLY SR	\$ 19.17	\$ 19.80	\$ 20.12	\$ 20.74	\$ 1.57
64G CAN WEEKLY	\$ 29.52	\$ 30.48	\$ 30.80	\$ 31.76	\$ 2.24
96G CAN WEEKLY	\$ 37.36	\$ 38.58	\$ 38.90	\$ 40.11	\$ 2.75
3yd FEL 1x/wk	\$ 298.87	\$ 308.65	\$ 311.93	\$ 321.59	\$ 22.71
20yd RO	\$ 513.81	\$ 530.61	\$ 536.27	\$ 552.86	\$ 39.05

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Cameron Park Community Services District approves:

- An Amendment to the Agreement, which includes a ten-year extension to 2033; and
- A Rate Adjustment for CPI and Extraordinary Circumstances effective September 1, 2020 for both commercial and residential accounts.

PASSED AND ADOPTED by the Board of Directors of the Cameron Park Community Services District, at a regular scheduled meeting, held on the 19th day of August 2020, by the following vote of said Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Director Monique Scobey, President
Board of Directors

Jill Ritzman, General Manager
Secretary to the Board



Agenda Transmittal

DATE: August 19, 2020

FROM: Vicky Neibauer, Finance/Human Resources Officer

AGENDA ITEM #11: **PUBLIC HEARING - STATING THE PURPOSES AND FIXING THE AMOUNT OF MONEY TO BE RAISED BY TAXATION TO THE DISTRICT TO PAY VOTER APPROVED DEBT FOR THE FISCAL YEAR 2020-21 AND SETTING THE TAX RATE**

RECOMMENDED ACTION: APPROVE RESOLUTION 2020-19

BACKGROUND

Each year the District is required to adopt a Resolution levying a tax on all taxable property within the District to pay the debt service costs on the voter approved bonds used for the construction of the Community Center.

The adopted Resolution must be attested by the Clerk of the Board and submitted to the El Dorado County Auditor-Controller's office.

DISCUSSION

Resolution 2020-19 (Attachment 11A) sets the Fiscal Year 2020-21 tax rate at \$0.021959 per \$100 of secured assessed valuation of property on all taxable property within the District to pay the debt service costs on bonds used for the construction of the Community Center. Last year's rate was \$0.020895 per \$100 of secured assessed valuation. The increase in the rate reflects a larger bond principal payment and less available fund balance to offset the costs of the bond debt service.

Staff was unable to take this item to the Budget and Administration Committee due to the timing of the Auditor Controller calculation of assessed property values. The rate calculation has been reviewed by the Auditor Controller Office.

Attachments:

11A – Resolution 2020-19

**RESOLUTION No. 2020-19
of the Board of Directors of the
Cameron Park Community Services District
August 19, 2020**

**RESOLUTION STATING THE PURPOSES AND FIXING THE AMOUNT OF
MONEY TO BE RAISED BY TAXATION IN THE DISTRICT TO PAY VOTER
APPROVED DEBT FOR FISCAL YEAR 2020-21 AND SETTING THE TAX RATE**

WHEREAS, a duly called municipal election (the "Election") was held in the Cameron Park Community Services District, El Dorado County, State of California (hereinafter referred to as the "District"), on March 8, 2005, at which the following measure (the "Bond Measure") was submitted to the qualified electors of the District:

"To construct and equip a Cameron Park recreational community center, including meeting/classrooms, a youth activity area, facilities for senior citizen meals and programs, recreational and competition pools, gym, exercise/dance room, assembly hall with a theatre and stage for community productions, shall Cameron Park Community Services District issue \$8,500,000 of bonds at legal rates and appoint a Citizens' Oversight Committee to maintain financial accountability, prevent waste and ensure that no bond money is used for operating expenses"

WHEREAS, at such election, the Bond Measure received the affirmative vote of more than two thirds of the voters of the District voting on the proposition as certified by the Registrar of Voters of the County of El Dorado in the official canvassing of votes;

WHEREAS, on August 24, 2005, the District issued \$8,499,457.70 of such voter-approved bonds (the "Bonds")

WHEREAS, on July 9, 2014, the District refunded \$7,436,000.00 of bonds to refinance the remaining balance of the 2005 bonds.

WHEREAS, the District is in receipt of the statement of assessed values and the assessment roll for the fiscal year 2020-21 and the total assessed value of the land within the District is \$2,616,089,440;

Attachment 11A

WHEREAS, the estimated minimum amount of money required to pay debt service on the Bonds for the current roll year is \$597,190;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cameron Park Community Services District, El Dorado County, California, as follows:

SECTION 1. For the purpose of paying debt service on the Bonds, the District hereby levies a tax of \$.021959 for each \$100 of secured assessed valuation of property on all taxable property within District for fiscal year 2020-21.

SECTION 2. The District does hereby levy and affix the aforesaid taxes and tax rate on all taxable property within the District as described in Section 1 hereof and the District shall transmit a copy of this Resolution to the Auditor/Controller of the County of El Dorado.

SECTION 3. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 19^h day of August 2020, by the following vote of said Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Director Monique Scobey, President
Board of Directors

Jill Ritzman, General Manager
Secretary to the Board

Cameron Park Community Services District
2502 Country Club Drive
Cameron Park, CA 95682



Budget and Administration Committee
Tuesday, August 11, 2020
5:30 p.m.

TELECONFERENCE ZOOM MEETING
<https://us02web.zoom.us/j/82028199770>

Meeting ID: 820 2819 9770

(Teleconference/Electronic Meeting Protocols are attached)

Agenda

Members: Chair Director Eric Aiston (EA), Vice Chair Director Monique Scobey (MS),
and Alternate Director Felicity Wood Carlson (FC)

Staff: Jill Ritzman, General Manager
and Vicky Neibauer, Finance/Human Resources Officer

CALL TO ORDER

ROLL CALL

Public testimony will be received on each agenda item as it is called. Principal party on each side of an issue is allocated 10 minutes to speak, individual comments are limited to 3 minutes except with the consent of the Committee; individuals shall be allowed to speak on an item only once. Members of the audience are asked to volunteer their name before addressing the Committee. The Committee reserves the right to waive said rules by a majority vote.

ADOPTION OF AGENDA

APPROVAL OF CONFORMED AGENDA

OPEN FORUM

Members of the public may speak on any item not on the agenda that falls within the responsibilities of the Committee.

DEPARTMENT MATTERS

1. **El Dorado Disposal – Proposed Contract Amendment and Rate Adjustment** (J. Ritzman, J. England)
2. **Fiscal Year 2020-2021 Final Budget** (V. Neibauer)

3. Annual Disclosure of Board and Employee Reimbursements (V. Neibauer)

4. Staff Updates

- a. July Check Register Review (V. Neibauer)
- b. Legislative Updates (J. Ritzman)
- c. Taxation Rate (V. Neibauer)

5. Items for September & Future Committee Meetings

- Legislative Policy
- Credit Card Transaction Monthly Reporting Communications
- Strategic Plan Process
- General Manager Performance Review Template

6. Items to take to the Board of Directors

MATTERS TO AND FROM COMMITTEE MEMBERS & STAFF

ADJOURNMENT

Cameron Park Community Services District
2502 Country Club Drive
Cameron Park, CA 95682



**Covenants, Conditions & Restrictions (CC&R) Committee
Monday, August 3, 2020
5:30 p.m.**

TELECONFERENCE ZOOM MEETING

<https://us02web.zoom.us/j/84975171189>

Meeting ID: 849 7517 1189

(Teleconference/Electronic Meeting Protocols are attached)

Agenda

Members: Chair Sidney Bazett (SB), Vice Chair Gerald Lillpop (GL), Bob Dutta (BD)
Director Felicity Wood Carlson (FC), Director Holly Morrison (HM)
Alternate Director Ellie Wooten

Staff: General Manager Jill Ritzman, CC&R Compliance Officer (vacant)

1. CALL TO ORDER

2. ROLL CALL

Public testimony will be received on each agenda item as it is called. Principal party on each side of an issue is allocated 10 minutes to speak, individual comments are limited to 3 minutes except with the consent of the Committee; individuals shall be allowed to speak on an item only once. Members of the audience are asked to volunteer their name before addressing the Committee. The Committee reserves the right to waive said rules by a majority vote.

3. APPROVAL OF AGENDA

4. APPROVAL OF CONFORMED AGENDA

5. OPEN FORUM

Members of the public may speak on any item not on the agenda that falls within the responsibilities of the Committee.

COMMITTEE REVIEW/ACTION

6. MONTHLY STAFF REPORT

6a. Open Violations

- Initial Notices - 8
- Final Notices - 4
- Pre-Legal Notices – 3 (pending CC&R Officer replacement)
- Pending – 4
- Legal Cases – 1 (limited legal)

6b. Architectural Review – July

- Projects Reviewed – 20
- Approved – 20
- Denied – 0
- Held Over to August – 0

6c. Staff Update

- Recruitment and selection process to fill CC&R Compliance Officer vacancy is ongoing

7. Items for September and Future CC&R Committee Agendas

8. Items to take to the Board of Directors

9. MATTERS TO AND FROM COMMITTEE MEMBERS

10. ADJOURNMENT

Cameron Park Community Services District
2502 Country Club Drive
Cameron Park, CA 95682



Fire and Emergency Services Committee
Tuesday, August 4, 2020
5:30 p.m.

Agenda

Members: Chair Director Ellie Wooten (EW), Vice Chair Director Monique Scobey (MS)
Alternate Director Eric Aiston (EA)

Staff: General Manager Jill Ritzman, Chief Sherry Moranz, Chief Jed Gaines

**Meeting has
been cancelled**

(See attached Fire Department
report for updates)



*Cameron Park
Community Services District*

Agenda Transmittal

DATE: August 4, 2020

FROM: Jill Ritzman, General Manager

RECOMMENDED ACTION: RECEIVE AND FILE

STAFF UPDATE REGARDING FIRE DEPARTMENT

Staff is working on two items: the Fire Training Tower and the environmental determination for the CA Climate Investment Grant projects, which will be coming to the Fire Committee soon. The following is an update regarding those two projects:

Training Tower

Staff continue to seek a fee waiver for necessary County permits related to the construction of the Fire Training Tower. In addition, staff is seeking a specific scope of work and project costs from the contractor for the construction of base work and erecting the Tower. Staff is hopeful to have this information for the Committee in September, so that the project can proceed for Board approval and construction can begin.

Environmental Permit for CA Climate Investment Grant funded Fuel Reduction Projects

Staff is seeking an environmental permit, under the California Environmental Quality Act (CEQA), for additional fuel reduction projects funded by the California Climate Investment Grant. These projects are on District and other public properties. The District contracted with El Dorado Resource Conservation District to perform the environmental review and provide documentation. Their work is concluded. The next step is for the District to contact the local tribes for input. Staff expects to have the Fire Committee review the environmental document, which at this time is a Categorical Exemption, in September.

Cameron Park Community Services District
2502 Country Club Drive
Cameron Park, CA 95682



Parks & Recreation Committee
Monday, August 3, 2020
6:30 p.m.

TELECONFERENCE ZOOM MEETING
<https://us02web.zoom.us/j/81305547989>

Meeting ID: 813 0554 7989

(Teleconference/Electronic Meeting Protocols are attached)

Agenda

Members: Chair Director Ellie Wooten (EW), Vice Chair Director Felicity Carlson (FC)
Alternate Director Holly Morrison (HM)

Staff: General Manager Jill Ritzman, Recreation Supervisor Whitney Kahn,
Parks Superintendent Mike Grassle

CALL TO ORDER

ROLL CALL

Public testimony will be received on each agenda item as it is called. Principal party on each side of an issue is allocated 10 minutes to speak, individual comments are limited to 3 minutes except with the consent of the Committee; individuals shall be allowed to speak on an item only once. Members of the audience are asked to volunteer their name before addressing the Committee. The Committee reserves the right to waive said rules by a majority vote.

APPROVAL OF AGENDA

APPROVAL OF CONFORMED AGENDAS – May 4th, 2020 & July 6th, 2020

OPEN FORUM

Members of the public may speak on any item not on the agenda that falls within the responsibilities of the Committee.

DEPARTMENT MATTERS

- 1. Park Improvement Plan – Strategies and Prioritizing (J. Ritzman, M. Grassle, Callander Associates)**

2. Staff Oral & Written Updates

- a. Parks & Facilities Report (M. Grassle)
- b. Recreation Report (W. Kahn)

3. Items for September & Future Committee Agendas

4. Items to take to the Board of Directors

MATTERS TO AND FROM COMMITTEE MEMBERS

ADJOURNMENT