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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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 shall[1] 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,

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.

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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

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 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% x 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 ($.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. Not withstanding 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: _____
Ronald J. Mittelstaedt
Its: Chief Executive Officer

By: _____
Robert D. Evans
Its: Secretary

Exhibit "A"

Franchise Area Boundaries Map

CAMERON PARK COMMUNITY SERVICES DISTRICT

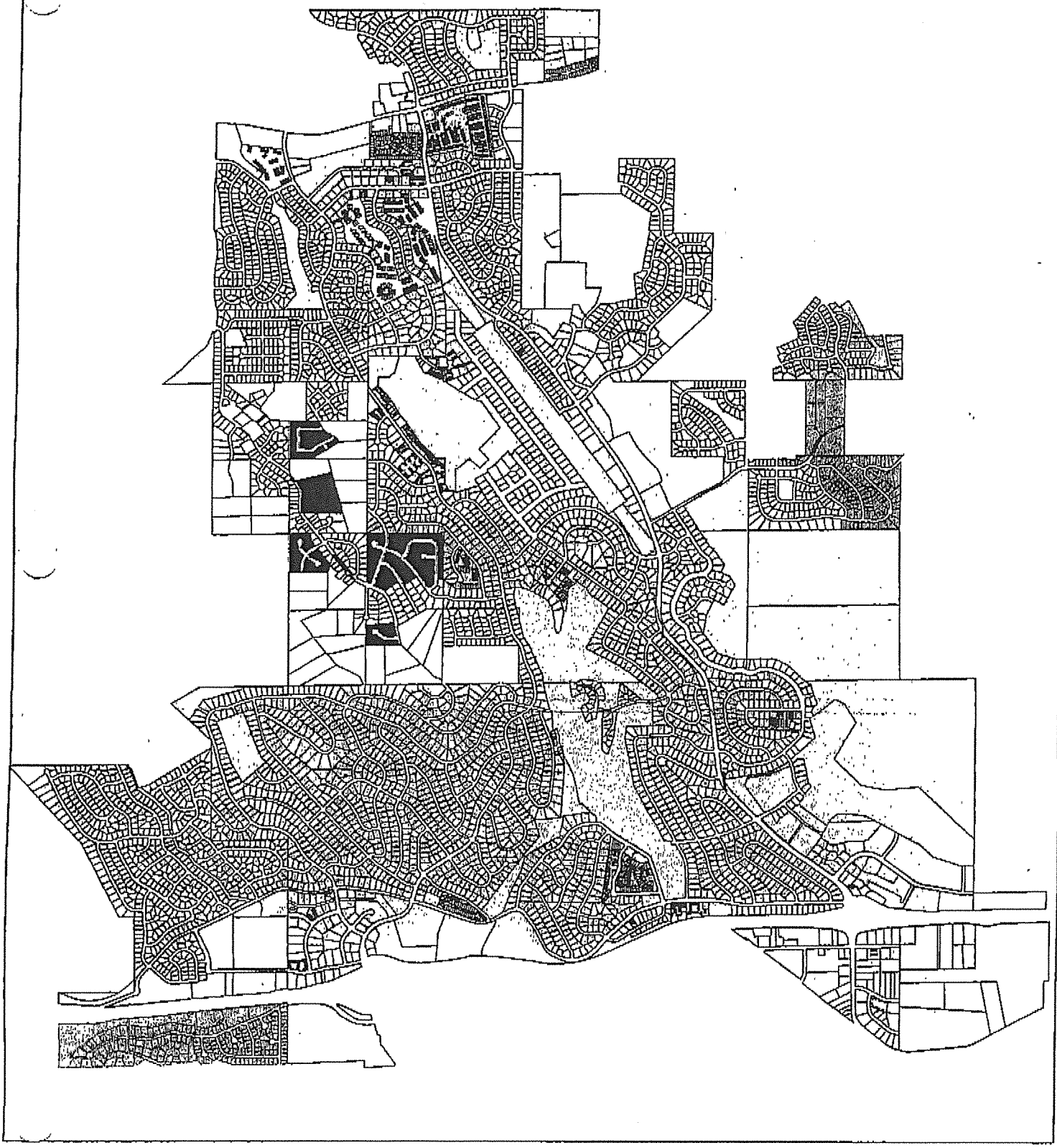

EXHIBIT A

Exhibit "B"

Contractor Rates

(As of 2/11/08)
Rate Sheet

Residential Rates	Without Fuel Surcharge	With Fuel Surcharge (3.75%)
Service Levels	**Monthly**	**Monthly**
32 Gallon Senior Rate	$ 18.24	$ 18.92
64 Gallon Rate	$ 21.63	$ 22.44
64 Gallon Senior Rate	$ 19.47	$ 20.20
96 Gallon Rate	$ 21.97	$ 22.79
96 Gallon Senior Rate	$ 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 (without fuel surcharge)					
	1	2	3	4	5	6
1 Yard	$ 71.25	$ 142.52	$ 213.78	$ 285.04	$ 356.30	$ 427.56
2 Yard	$ 123.39	$ 246.78	$ 370.17	$ 493.56	$ 616.95	$ 740.35
3 Yard	$ 184.28	$ 368.58	$ 552.83	$ 737.11	$ 921.39	$ 1,105.67
4 Yard	$ 242.47	$ 484.94	$ 727.41	$ 969.89	$ 1,212.36	$ 1,454.83
5 Yard	$ 303.09	$ 606.18	$ 909.27	$ 1,212.36	$ 1,515.46	$ 1,818.54
6 Yard	$ 363.71	$ 727.41	$ 1,091.12	$ 1,454.83	$ 1,818.57	$ 2,182.24
8 Yard	$ 464.11	$ 928.22	$ 1,392.32	$ 1,856.43	$ 2,320.54	$ 2,784.65

	Per Week Pickup (with fuel surcharge)					
	1	2	3	4	5	6
1 Yard	$ 73.93	$ 147.86	$ 221.80	$ 295.73	$ 369.66	$ 443.59
2 Yard	$ 128.02	$ 256.03	$ 384.05	$ 512.07	$ 640.09	$ 768.11
3 Yard	$ 191.19	$ 382.40	$ 573.56	$ 764.75	$ 955.94	$ 1,147.13
4 Yard	$ 251.56	$ 503.13	$ 754.69	$ 1,006.26	$ 1,257.82	$ 1,509.39
5 Yard	$ 314.46	$ 628.91	$ 943.37	$ 1,257.82	$ 1,572.28	$ 1,886.74
6 Yard	$ 377.35	$ 754.69	$ 1,132.04	$ 1,509.39	$ 1,886.77	$ 2,264.07
8 Yard	$ 481.51	$ 963.03	$ 1,444.53	$ 1,926.05	$ 2,407.56	$ 2,889.07

Roll Off	Rate/Haul	Fuel 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	$ 6.46	$ 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	$ 310.94	$ 11.66	$ 322.60	5	$ 37.01
30 yard	$ 414.62	$ 15.55	$ 430.17	5	$ 70.00
40 yard	$ 491.97	$ 18.45	$ 510.42	5	$ 70.00
50 yard	$ 585.68	$ 21.96	$ 607.64	5	$ 70.00
Storage Container (monthly rate)	$ 107.74	$ 4.04	$ 111.78	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
Its: Chief Executive Officer

Exhibit "B"

<u>Contractor Rates</u>

Exhibit "B"
Contractor Rates

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

2010

		Per Month
Residential		
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.	$5.00
	Bulky's / Cart repairs or swaps)	
Extra Trash Charge (each 32 gallon bag)		$3.63
Extra Trash Charge (non service day each bag)		$9.26

Roll Off		Rate/Haul	Tons Included	Per Ton Rate 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"

Knight Letter

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?

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 steam 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: Shirley Prentice

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 Frentzen
Its: President
Name: Shiva Frentzen

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.	$5.13
	Bulkys/ Cart repairs or swaps)	
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	$690.98	$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					