



See 03-406
04-211
05-516
08-103
09-177
10-323

See 15-148

RESOLUTION No. 03-317

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

APPROVAL OF FRANCHISE AGREEMENT WITH TAHOE TRUCKEE DISPOSAL COMPANY, INC. FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE IN THE UNINCORPORATED AREA OF EASTERN NEVADA COUNTY

WHEREAS, the Board of Supervisors adopted Resolution No. 02-467 entering into a franchise agreement with Tahoe Truckee Disposal Company, Inc. for the collection, transportation and disposal of solid waste in Eastern Nevada County; and

WHEREAS, said franchise agreement expires June 30, 2003; and

WHEREAS, the Board of Supervisors desires to maintain solid waste service throughout the Eastern Nevada County service area; and

WHEREAS, both parties agree to enter into a franchise agreement for a period of five years for the period July 1, 2003, through June 30, 2008.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors approves a franchise agreement with Tahoe Truckee Disposal Company, Inc. and authorizes the Chair of the Board of Supervisors to execute on behalf of the County of Nevada the contract between the County and Tahoe Truckee Disposal Company, Inc.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 8th day of July, 2003,
by the following vote of said Board:

Ayes: Supervisors Peter Van Zant, Sue Horne,
Drew Bedwell, Robin Sutherland, Barbara Green.
Noes: None.

ATTEST:

Absent: None.

CATHY R. THOMPSON
Clerk of the Board of Supervisors

Abstain: None.

By

Chair

DATE	COPIES SENT TO
7-10-03	DOTS (Unsigned)
7-10-03	A-C*
8-19-03	DOTS -
	TTDC -
	A-C*
SP:ps	Gen.Svcs*File: 310.4072 001



FRANCHISE AGREEMENT BETWEEN

COUNTY OF NEVADA

AND

TAHOE TRUCKEE DISPOSAL COMPANY, INC.

FOR

SOLID WASTE COLLECTION, DISPOSAL AND PROCESSING

IN

UNINCORPORATED EASTERN NEVADA COUNTY, CALIFORNIA

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**FRANCHISE AGREEMENT BETWEEN COUNTY OF NEVADA
AND
TAHOE TRUCKEE DISPOSAL COMPANY, INC.**

This Franchise Agreement ("Franchise Agreement" or "Agreement") is entered into this 8th day of July, 2003 between the County of Nevada ("Granter") and Tahoe Truckee Disposal Company, Inc., a California corporation ("Grantee"), for the collection, transportation, and disposal of solid waste.

R E C I T A L S

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for Solid Waste handling within their jurisdictions; and

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

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

WHEREAS, the County has the right to direct the wastestream to be disposed of or diverted at any Solid Waste facility or in any manner, respectively; and

WHEREAS, Grantee is currently the exclusive provider of solid waste services in certain unincorporated portions of the Eastern County and the Town of Truckee to perform refuse collection services as authorized by an agreement dated November 4, 1975 between the County and the Grantee; and

WHEREAS, Nevada County Local Agency Formation Commission adopted Resolution 92-06 making determinations and approving the Proposed Incorporation of the Town of Truckee and Reorganization of County Service Areas which required the solid waste services, rights, parcel charges and duties of County Service Areas 4, 5, 6, 8, 9, 10, 11, 19, and 35 to be transferred and consolidated into County Service Area 7 and names County Service Area 7 as the successor Agency for Solid Waste Services for the Town of Truckee; and

WHEREAS, the County has been providing solid waste services to the Town of Truckee pursuant to a written agreement dated August 8, 1995; and

WHEREAS, County has not, and, by this Franchise Agreement does not, instruct Grantee on its collection methods, nor supervise the collection of waste; and

WHEREAS, Grantee has represented and warranted to County that it has the experience, responsibility, and qualifications to arrange with residents, commercial, industrial, institutional and other entities in the franchise area for the collection and safe transport to disposal facilities of municipal Solid Wastes and Medical Wastes, the Board of Supervisors of the County determines and finds that the public interest, health, safety and well-being would be best served if Grantee were to make arrangements with residents and other entities to perform these services; and

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1 - GRANT AND ACCEPTANCE OF EXCLUSIVE RESIDENTIAL AND
COMMERCIAL FRANCHISE

A. County grants to Grantee, for the term of and in accordance with this Franchise Agreement (including all extensions or renewals), an exclusive privilege and duty to provide to each single family unit one thirty-two (32) gallon can of solid waste and to make and enter into independent arrangements with residents of Single Family Units who produce more than one thirty-two (32) gallon can of solid waste or are not part of the community bin service as defined in Exhibit B, residents and/or owners of Multifamily Units and persons in charge of commercial, industrial, institutional and other entities in the Franchise Area for the collection, transportation and removal to Solid Waste disposal facilities, all residential, industrial and Commercial Solid Waste (including debris boxes, Recyclables, Recyclable Material, and Medical Waste) generated or accumulated within the Franchise Area which has been placed in an authorized Solid Waste container, in the areas covered by this Franchise Agreement, as shown on Exhibit "A" "FRANCHISE AREA" Area "D" (excluding the Town of Truckee as defined by the Town limits) as its boundaries are now constituted or may hereafter be amended; provided, however, that said franchise shall be a non-exclusive franchise with respect to the collection and transportation of Recyclable Materials that meet the following requirements:

- (1) The Recyclable Materials must be generated or accumulated by commercial and/or industrial enterprises or their agents; and
- (2) The collector and/or transporter of such Recyclable Materials cannot directly or indirectly impose a fee or charge for such services to the commercial and/or industrial customer or their agents; and
- (3) The Recyclable Materials must be separated and held in an authorized container on an item by item basis by the applicable commercial and/or industrial enterprise or their agents before transportation and disposal.

Notwithstanding the provisions of subsection (1) - (3) herein, the County retains the right to specify that this franchise shall not be exclusive for such Recyclable Materials generated or accumulated by commercial and/or industrial enterprises or their agents as may be identified

DA

by the County from time-to-time as the need arises. The County shall provide the Grantee written notice that the County intends to declare Recyclable Materials to be subject to non-exclusivity, and such nonexclusivity shall not become effective for ninety (90) days from the date therein. Within thirty (30) days of the date of the notice, the Grantee may request, and the County shall hold, a public hearing before the Board of Supervisors as to whether the franchise shall remain exclusive as to the Recyclable Materials identified by the County in its notice.

This contract is also non-exclusive for the collection and transportation of medical waste as defined in Section 6.G.

- B. Grantee shall be bound by and comply with all the requirements of this Franchise Agreement. Grantee waives any right or claim to serve any part of the County under any prior grant of franchise, contract, license or permit issued or granted by any governmental entity.
- C. The exclusive privilege granted by this Agreement shall not apply where:
 - (1) A person who handles, hauls, or transports Solid Waste or Recyclables generated by or from his/her own residence over and above the one can weekly service paid for through parcel charges, or business operations for purposes of disposing of same at an authorized disposal area or transfer station; or
 - (2) A person or entity contracts for the removal and disposal or recycling of inorganic refuse or garden waste and such removal and disposal or recycling are incidental to work such as remodeling or gardening performed by or for the customer.
- D. The County reserves the right to transfer this agreement to the Town of Truckee at its sole discretion.
- E. This Agreement is not intended to and shall 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 that all such Recyclable Material is separated by the generator.

SECTION 2 – DEFINITIONS

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

A. AB 939

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

¹ *To the extent that definitions contained in the County Code conflict with definitions in the Public Resources Code, the former shall control and govern the rights and obligations of the*

parties hereunder, provided, however, that should the Public Resources Code's definitions be made obligatory by the state legislature on the County, then the conflicting Public Resources Code's definitions shall apply.

B. Acceptable Waste

All Waste and refuse as may be legally deposited at the Placer County Eastern Regional Sanitary Landfill (ERL) in compliance with their current permit to operate.

C. Affiliates

"Affiliate" means the Grantee, its officers, directors and shareholders and any corporation, partnership, joint venture or other entity directly or indirectly controlling the Grantee or directly or indirectly controlled by the Grantee or its principals.

D. Bulky Waste

"Bulky Waste" means large items of Solid Waste such as appliances, furniture, large auto parts, and other similar waste, materials with weights and volumes greater than those allowed in waste collection bins, carts or other containers.

E. Buy-Back Program

A program which pays a fee for the delivery and transfer of ownership to the Contractor of source-separated materials for the purpose of recycling.

F. Commercial Solid Waste.

"Commercial Solid Waste" includes all types of Solid Wastes generated by commercial, industrial, governmental and other sources, which have been placed in an authorized Solid Waste container used for the temporary storage of Solid Waste awaiting pickup. The term "Commercial Solid Waste" does not include Hazardous Substances or Medical and Special Waste.

G. CRV

California Redemption Value, under the California Beverage Container and Litter Reduction Act (Chapter 1290, Statutes of 1986, Public Resources Code Section 14500 et. seq.), is the "deposit" paid on beverage containers at purchase and received when redeemed.

H. Departmental Director

Departmental Director shall mean the Nevada County Director of Transportation and Sanitation, his/her successor or designee.

I. Eastern Regional Landfill (ERL)

Eastern Regional landfill (EL) means the Placer County Eastern Regional Sanitary Landfill located off State Route 89 on Cabin Creek Road.

J. Franchise Area

“Franchise Area” shall mean the boundaries of the Franchise Area designated as area “D” on the map marked Exhibit “A” incorporated herein by reference. The Town of Truckee is not included as a portion of the franchise area as defined by the Town Limits.

K. Franchise Fee

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

L. Generator

Any person, as defined by Section 40170 of the Public Resources Code (PRC), whose act or process produces Solid Waste and/or Recyclable Materials.

M. Grantee

“Grantee” shall mean the entity, it’s affiliates, subsidiaries, or parent granted the Franchise to arrange for the collection of solid wastes pursuant to this Franchise Agreement. Grantee shall also mean any assignee, transferee or successor in interest of Grantee as authorized by this agreement.

N. Hazardous Substances

“Hazardous Substances” means any substance defined, regulated or listed (directly or by reference) as “Hazardous Substances”, “hazardous materials”, “Hazardous Wastes”, “toxic waste”, “pollutant” or “toxic substances” or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 219480, 42 USC §9601 et seq. (CERCLA) ; (ii) the Hazardous Materials Transportation Act, 42 USC §1892, et seq.; (iii) the Resource Recovery Act, 42 USC §6901 et seq; (iv) the Clean Water Act, 33 USC §1251; (v) California Health and Safety Code §25115-25117, 25249,8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §70-1 et seq; and (vii) California Water Code §13050 or any other hazardous or toxic substance identified or regulated under any other applicable federal, state or local environmental laws.

O. Industrial Solid Waste

“Industrial Solid Waste” means all Solid Waste and semisolid waste which results from industrial processes and manufacturing operations.

P. Inert Yard Waste

Inert Yard Waste means any leaves, pine needles, yard trimmings, tree limbs and dry grass (not green or wet) that is no more than four feet in length and 4 inches in diameter.

Q. Medical Waste

“Medical Waste” means waste that is defined in Division 20, Chapter 6.1 Section 25023.2(a) of the Health and Safety Code of the State of California. The term shall not include noninfectious and/or injurious waste or treated and properly packaged infections and/or injurious waste originating in a medical, veterinary or intermediate care facility that may be deposited in the general solid waste stream under federal, California and/or County laws and regulations.

R. Multi-Family Units

“Multi-Family Units” shall mean a dwelling which includes four or more individual living units under a single ownership.

S. Processing

Means the separation by type and color, and containment of materials for recycling.

T. Recycle

For the purposes of this contract and with regards to services required of the Contractor, “recycle” means receive, process and market Recyclable Materials.

U. Recyclables or Recyclable Material

“Recyclables or Recyclable Material” means materials, which are reused or processed or are in the future reused or processed into a form suitable for reuse through reprocessing or remanufacture, consistent with the requirements of the California Integrated Waste Management Act. The term “Recyclables or Recyclable Material” includes transformable and compostable materials. The term “Recyclables or Recyclable Material” includes paper, newsprint, printed matter, pasteboard, paper containers, cardboard, glass, aluminum, PET, HDPE, and other plastics, beverage containers, compostable materials, used motor oil, automotive batteries, anti-freeze, latex paint, brick and stone in reusable size and condition, and such other materials designated by the Departmental Director, or designated as Recyclables by the California Integrated Waste Management Board, or other agency with jurisdiction. Commingled Recyclable Materials shall not contain more than 10% refuse.

V. Salvaging

Controlled removal of waste material for recycling.

W. Single-Family Unit

“Single-Family Unit” means a single family, a two-unit dwelling or a three-unit dwelling.

X. Solid Waste

“Solid Waste” means all putrescible and nonputrescible solid, semi-solid, and liquid wastes, including residential, industrial, commercial and municipal garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, discarded home and

industrial appliances, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes.

Y. Special Waste

“Special Wastes” shall mean any designated wastes, as defined in 23 California. Code of Regulations. §2522, and special handling waste generated by industrial facilities or processes, but shall not include “Hazardous Substances” as defined herein. Special wastes shall include: asbestos, sewage sludge, water treatment sludge, drilling muds, grease wastes, contaminated soils, shredder waste, agricultural wastes, filter cake/dewatered sludge, scrap metal, spent catalyst fines, refinery ash and byproducts; except where any such wastes are deemed to be Hazardous Substances.

Z. Unacceptable Waste

Shall mean waste that may not be disposed of at the disposal site under California of federal law, regulation, rule, code, permit of permit condition; Hazardous Substances; Special Waste; Industrial or Medical Waste or any other waste expressly excluded from acceptable waste.

SECTION 3 - FRANCHISE FEES

As consideration for the franchise granted herein and to provide for administrative cost of said franchise, the Grantee shall pay to the County the sum of four percent (4%) of the gross revenues received for residential, commercial, and medical waste hauling and disposal during the agreement period. The franchise fees for residential service will commence on July 1, 2003. Commercial and medical franchise fees will commence on October 1, 2003. The fee shall be paid on a quarterly basis for the prior three months on or before April 30, July 30, October 30 and January 30. All franchise fees shall be due 30 calendar days after the end of the quarter. A form mutually agreed upon by both parties shall accompany payments. Interest of one percent (1.0%) per month shall be applied to any past due amounts.

SECTION 4 - COMPLIANCE WITH LAWS AND REGULATIONS

Grantee shall comply with all applicable federal and state laws legally binding on Grantee 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 the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., the California Integrated Waste Management Act of 1989, and all other applicable laws of the State of California. Moreover, Grantee shall comply with all local laws and regulations applicable to Grantee to the extent they are not inconsistent with the terms of this Franchise Agreement. Grantee shall comply with all final and binding judgments entered against Grantee regarding its services performed under this Agreement.

SECTION 5 - FRANCHISE AREA

A. Franchise Area Defined

The Franchise Area granted by this Franchise Agreement shall be all residential, commercial and industrial areas within the boundaries of the County as they exist on the effective date of this Franchise Agreement, as identified in Exhibit "A", "Franchise Area" Area "D" to this Franchise Agreement, and as may hereafter be changed.

B. Service Area Expansion

This agreement may be amended at any time by mutual agreement to expand service area.

SECTION 6 - SERVICES PROVIDED BY GRANTEE

A. County to Approve all Services

The Board of Supervisors shall determine the nature of the services Grantee offers and provides to customers residing or doing business in the Franchise Area. The Board of Supervisors may change the level of such services from time to time on reasonable notice to Grantee, provided that the Board of Supervisors adjusts Grantee's rates to reflect the change. The services that Grantee offers and provides to its customers affected by this Franchise Agreement shall be subject to the prior approval of the Board of Supervisors or its designee. Nothing in this Agreement, however, shall be construed or interpreted as authorizing the County to reduce or adversely affect Grantee's exclusive Franchise rights as specified in Section 1.A. of this Agreement. The additional service options and fees that the Grantee provides to its customers under this Franchise Agreement pertaining to Collection of Trash and Recyclables are set forth in Exhibit "C" (Nevada County Rates) attached hereto and made a part hereof by this reference.

- (1) Collection Service.** All single family residences, as defined above, shall receive service for the first thirty-two gallon can, providing the waste is properly containerized, at the base rate of \$10.68 per month which is paid by the County through parcel charges.
- (2) Convenience Dumpsters.** In the areas where convenience dumpster service has been established (set forth in Exhibit "B" attached hereto and made a part hereof by this reference), the charge for solid waste services shall be based on the volume and the number of single-family residents billed by the County on the tax bill for that area.
- (3) Blue-Bag Recycling Program.** Included within the contract rate, Grantee shall provide to County residential customers recycling through a "blue bag" service. Residents who participate must place all acceptable recyclable materials in special transparent blue plastic recycling bags. Except in the case of a convenience dumpster, the "blue bag" shall be placed separate from the garbage, but next to the refuse container on the normal day of service. Blue bags, when properly used, shall not be calculated as extra refuse, which is subject to a charge. The list of material to be collected is set forth in Exhibit "D" attached hereto and made a part hereof by this reference. This list may be modified from

time to time by mutual agreement of the County and Grantee. Residents must provide their own "blue bags."

(4) Christmas Tree Recycling Program. Included within the contract rate, Grantee shall provide an annual Christmas Tree Recycling Program for the collection of household Christmas trees cut to four (4) foot segments and free of foreign matter (e.g. tinsel, flocking, lights, stands, nails) for one week during the month of January. Grantee will determine which week this service will be provided and give notice to all Customers. The notice shall include but not be limited to the above-specified conditions of the tree-recycling program. Additionally, the notice shall advise the customer that Christmas Trees disposed by the customer during weeks other than the specified collection week shall receive an additional charge.

(5) Fire Safety Day. Included within the contract rate and so long as parcel fees are in effect, Grantee shall provide an annual Fire Safety Day which shall be held on one day in May or June of each year between the hours of 8:00 a.m. and 3:00 p.m. Grantee shall dispose inert yard waste brought by customer, in loads not to exceed three cubic yards by volume, to a location determined by mutual agreement of Grantee and County. Grantee shall provide all necessary equipment and labor at the location for the receipt and removal of residential inert yard waste only. Items not accepted include stumps, construction debris, nails, dirt (including sod), rocks, and garbage. Customers must empty and remove all containers and/or receptacles used to transport the inert material to the site (including bags) All inert material must be received by the Grantee in segments less than four feet long. Grantee may require that customers dropping off inert yard waste show identification and proof of residency.

(6) Community Recycling Containers. Included within the contract rate, Grantee shall provide community-recycling containers at locations determined by mutual agreement of Grantee and County. If for any reason the Grantee determines that the bins are being misused, Grantee may request them removed. All requests shall be in writing and containers shall not be removed until written authorization to do so is received from the County. County shall not unreasonably withhold approval and shall respond within ten- (10) day of receiving the request.

For the purposes of providing services as described in Section 6.A (5) (Fire Safety Day), and Section 6.A (6) (Community Recycling Containers), this contract is written in conjunction with Grantee's contract with the Town of Truckee. Nevada County acknowledges the need to have these special services provided at a central location and that the Town of Truckee is centrally located in the Nevada County service area provided under this contract. While services for the Town of Truckee were previously under the same contract and are now provided under a separate contract, it is the intention of the parties to continue to provide these same services in the most economically efficient manner. To avoid additional costs, Nevada County agrees to allow Grantee to coordinate these services in conjunction with the Town of Truckee. For purposes of diversion reporting, Grantee shall make reasonable efforts to accurately record the respective percentages of Solid Waste and Recyclables received from the different jurisdictions. In the event Grantee ceases to provide services for the Town of Truckee, Nevada County agrees

to renegotiate with the Grantee the provisions related to the special services, its costs and rates related thereto.

Once a Week Service

In order to protect the public health and safety, arrangements made by Grantee with its customers in the Franchise Area for the collection of Solid Waste not defined in the Franchise 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 Grantee and its customers may agree.

(1) Single-Family Units

The Grantee shall collect from Single-Family Units Solid Waste (except Bulky, Hazardous and Special Wastes), which have been placed, kept or accumulated in authorized Solid Waste containers, or bags or bundles, at curbside or other authorized collection station(s) prior to Grantee's normal weekly collection time. The Grantee shall not be required to collect from household containers of more than thirty-two (32) gallon capacity or sixty (60) pounds gross weight, unless picked up by mechanical means, when filled wholly or partially, or when located more than fifteen feet (15') from the limits of County snow removal and are not reasonably accessible (i.e. blocked by autos, snow etc). When these limits are exceeded, Grantee may charge additional fees as approved by Grantor.

(2) Multi-Family Units

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

C. Hours of Collection

Grantee agrees that, in order to protect the peace and quiet of residents, its arrangements for the collection of Solid Waste will provide that collections for residential and commercial areas shall not start before 5:30 a.m. or continue after 6:00 p.m.

D. Collection on Holidays

If the day of collection on any given route falls on a holiday observed by the disposal site, Grantee shall provide service on the next workday following such holiday, thereby adjusting subsequent workdays that week.

E. Pick-up of Illegally Dumped Waste

Grantee shall provide on-demand within two (2) calendar days of County's request, free pick up and disposal service of illegal dumps at the County's request except where it is economically or technically infeasible to do so. Such service is not intended to include litter and is limited to non-private lands and non-forest service lands. It is also not intended to include the cleanup of an illegal dumpsite with an accumulation of solid waste. Whenever possible, County will utilize available resources to assist the Grantee in recovering the administrative and clean up costs from the person illegally dumping the refuse. In any event the Grantee shall not be required to pick up

and dispose of more than 20 cubic yards per year unless compensated either by the County or the person or persons disposing of such waste.

F. Clean-Up

Grantee shall cleanup any Refuse dropped or spilled by its employees during collection or transport. Grantee shall not be responsible for cleaning up unsanitary conditions about the refuse containers caused by carelessness of the occupant. If Grantee cleans up the unsanitary conditions about the refuse containers caused by repeated carelessness of the occupant and has notified the customer of such conditions, Grantee may charge for these services.

G. Medical Waste

Grantee shall have the non-exclusive right under this franchise, but is not obligated to, collect, transport and dispose of material defined as Medical Waste herein. Grantee shall negotiate a separate contract and rates for Medical Waste collection with each individual customer, which rates shall not require Advance County approval but may be reviewed by the County at its discretion at the request of any Medical Waste customer. All revenues received by Grantee for the collection, transport and disposal of Medical Waste shall not be included in the Grantee's gross revenues for purposes of calculating Grantee's Franchise Fee to the County.

H. Commercial Waste

Grantee shall have the exclusive right under this franchise, and is obligated to, collect, transport and dispose of commercial waste including, but not limited to, debris boxes. The fees and conditions for this service are set forth in Exhibit "C".

I. Hazardous and Special Wastes

Grantee shall have the non-exclusive right under this franchise, but is not obligated to, collect, transport and dispose of material defined as Hazardous and Special Wastes. Grantee shall negotiate separate contracts and rates for Hazardous and Special Waste collection with each individual customer, which rates shall not require advance County approval but may be reviewed by the County at its discretion at the request of any Special Waste customer.

SECTION 7 - FEES TO BE PAID BY THE COUNTY

The County shall pay to the Grantee \$10.68 per month per single-family resident for the first 32-gallon can as provided for in this agreement. The number of single-family residences shall be based upon the number of residences placed on the County Tax Rolls. Payment shall be made to the Grantee monthly. As the County fiscal year begins July 1 and property tax bills are not finalized until September, the October payment shall include a retroactive payment for July, August and September. Grantee shall also receive payment for the months of July, August and September prior to the commencement date of this contract. Single-Family residences, as defined in this contract, include duplexes and triplexes; the County shall pay for one unit only; the Grantee shall be responsible for billing any additional units.

Effective October 1, 2003 and annually thereafter, fees paid by the County shall increase by an amount that reflects Eighty percent (80%) of any increase in the Consumer Price Index, California Department of Industrial Relations, Division of Labor Statistics and research, Urban

Wage Earners and Clerical Workers for California. In no event shall the rate increase by more than four percent (4%) in any one year unless approved by the Board of Supervisors. After three years the County shall perform an annual review of the rate increase. If at any time during the term of this Contract, Grantee experiences any cost savings, the cost savings shall be reflected in a decrease in rates.

During the first year of operation the Grantee shall collect sufficient financial data in a format approved by the County to document that rates for the Franchise area are supporting the actual cost and that some areas within the Franchise area are not subsidizing other areas. If the Grantee determines that the rates should be adjusted to correct these deficiencies, the Grantee shall submit a request for a rate adjustment for the area or areas along with the appropriate documentation.

After the first year of operation if, for reasons beyond the control of the Grantee, costs increase significantly beyond the CPI, Grantee may apply for an increase. Such application shall be on or before April 1st of each year and, if approved, shall be effective the following fiscal year. Grantee shall present the County with a detailed cost analysis to support the fee increase. The Board of Supervisors shall have sole discretion on the acceptance of the proposed fee increase.

SECTION 8 - DIRECTION OF DISPOSAL OF SOLID WASTE

A. County May Control Wastestream

The Parties hereto agree that under this Franchise Agreement the County has the right, at its option, to own and/or control the collection, disposal and diversion of all Solid Waste, subject to the conditions of this agreement, including Recyclables ("wastestream"), generated within the Franchise Area. As part of the rights agreed to herein, the Parties hereto agree that: (i) the County has the right to direct the wastestream to be disposed of or diverted at any Solid Waste facility or in any manner, respectively, the County may designate; and (ii) the County has the right to market and process Recyclables. If the County directs Grantee to dispose of Solid Waste at a location that is more costly to the Grantee, Grantee may, upon a 15 day written notice, increase rates to offset the net increase in cost to the Grantee associated with the new disposal location. Said notice must include a complete cost analysis and the calculations for each rate category.

B. County's Jurisdiction

The parties hereto agree that County currently has jurisdiction to regulate the collection, removal, handling and disposal of all Solid Wastes generated in the Franchise Area. The intent of this Agreement is to regulate residential, commercial and industrial Solid Waste handling service.

(1) Throughout the term of this Agreement, unless the County gives notice as provided for herein and subject to the terms of this Agreement, it shall be the Grantee's sole responsibility and duty to dispose of the Solid Waste collected by virtue of this Agreement and do so in a safe manner and in compliance with all federal, state and, to the extent not inconsistent with this Agreement, local laws and regulations. In this connection, the Grantee agrees that it shall dispose of all Solid Waste collected in the Franchise Area at a Solid Waste facility that is fully licensed and appropriately permitted and, to Grantee's knowledge, is not in material violation of any health, safety or Hazardous Substances laws, rules, regulations or orders.

(2) County shall be entitled to receive or to direct to a third party (i.e., the right of salvage) the Recyclables collected by Grantee under this Agreement for purposes of maximizing revenues and controlling rates, but at its sole discretion may delegate this right to, or waive the same in favor of, the Grantee. Grantee shall not be required by County to deliver Recyclables to any location, which is an unreasonable distance from Grantee's Franchise Area. By entering into this Agreement, the County has temporarily waived its right to salvage and has delegated such to the Grantee; and such waiver and delegation shall continue until notice in writing by the County to the contrary is given. In the event the County independently wishes to exercise its right to salvage, the County shall give in writing to Grantee the notice of its intent and said right shall commence and accrue to the County ninety (90) days from the date of said notice. The salvage rights set forth in this Section specifically are intended to refer to salvage operations once the Solid Waste is placed by the generator in the waste stream.

C. Rights Reserved as to Hazardous Substances and Special Wastes

The County reserves the right to contract with other parties to have Hazardous and Special Wastes collected, transported, disposed of, processed and or diverted.

SECTION 9 - Indemnification, Insurance and Performance Bond

A. Indemnification

Grantee shall indemnify, defend and hold harmless County, its officers and employees, from and against any and all loss liability, penalties, claims, demands, actions or suits, of every kind and description, to the extent arising or resulting from (I) negligent acts or omissions of Grantee, its agents, employees and/or subcontractors, in exercising the privileges granted it by this agreement; or (ii) the failure of the Grantee, its agents, employees and/or subcontractors, to comply in all respects with the material provisions and requirements of this Agreement. Grantee shall, upon demand of the County defend and provide attorneys to defend County, its officers and/or employees against any and all claims, actions and suits in any legal proceedings (whether judicial, quasi-judicial, administrative or legislative in nature) brought against County, its officers and/or employees arising or resulting from these situations described in (I) and (ii) above.

Notwithstanding the foregoing, Grantee shall not be required to appear or act in any litigation based solely upon acts or omissions of the County.

B. Insurance

Policy endorsement of all insurance, approved as to form by County Counsel, shall be filed with the Board within ten (10) days after the execution of this Agreement. County shall be named as endorsement holder. Form of all policies shall be reasonably approved by County Counsel. Such policy or policies shall contain a provision stating that such insurance is primary coverage and will not be canceled by the insurer except after filing with the County thirty (30) days written notice of any proposed cancellation. If the insurance required herein lapses, Grantee shall be deemed in default of this Agreement.

County reserves the right to increase amounts or types of insurance in the future as County insurance requirements may change, in which case the Grantee shall be entitled to a rate adjustment to cover the cost difference. The following procedure applies only to a rate increase due to additional insurance requirements required by the County:

Grantee shall provide a 30-day notification to the Board of Supervisors and the Departmental Director of Grantee its intent to increase rates. Such notification shall include rate calculations and a review of other potential cost savings actions. The Departmental Director shall have 15 days to respond. If both parties fail to reach an agreement on the rate increase, the issue shall be scheduled for the earliest Board of Supervisors meeting. The Board of Supervisors shall have sole discretion on the acceptance of the proposed rate increase.

Schedule of Required Insurance:

- a. Workers Compensation Insurance: Statutory amount.
- b. Commercial General Liability Insurance (bodily injury, personal injury, property damage and including contractual liability insurance, completed operations and products liability insurance): \$2,000,000.

Business or Commercial Automobile Liability Coverage (bodily injury liability, property damage liability, uninsured motorist protection and including non-owned and hired automobile liability): for a limit of \$1,000,000 and shall include Pollution Liability Coverage arising out of the upset or overturn of or damage to an insured vehicle.

County as Additional Insured:

Nevada County shall be named as additional insured on the General Liability, Auto Liability and Environmental Liability Insurance Endorsements.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating or B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, or be in material breach of this Contract.

C. Performance Bond

Grantee, upon execution of this Contract, shall provide the County with a performance bond in the amount of \$100,000. Payment of such performance bond shall be due and payable to reimburse the County for any losses sustained in the event of default or failure of the Grantee to perform as set forth herein.

SECTION 10 - TERM

The term of this Franchise Agreement shall commence July 1, 2003, and terminate June 30, 2008. Effective January 1, 2005, and at any time thereafter, any party may request that this Agreement be renegotiated by delivering written notice of its request to the other parties. In the event any party requests renegotiation, the parties shall meet in good faith and confer on any amendments or modifications to this Agreement desired by any party. If the parties agree on any modifications to this Agreement, they shall execute a written amendment memorializing each such modification. No modifications to this Agreement shall be effective until and unless they are contained in a written amendment to this Agreement duly authorized and executed by all parties.

SECTION 11 - FRANCHISE TRANSFERABLE; COUNTY CONSENT REQUIRED

A. The franchise granted by this Franchise Agreement shall not be transferred, sold, hypothecated, sublet or assigned, nor shall any of the rights or privileges herein be hypothecated, leased, assigned, sold or transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, except the Grantee, by act of the Grantee, without the prior written consent of the County expressed by resolution. Any attempt by Grantee to assign this franchise without the consent of County shall be void.

B. Grantee acknowledges that the County is granting this franchise in an effort to reduce the overall costs of the solid waste system, and that the County may refuse, without reason or justification, the requested transfer or assignment of this Agreement.

C. In the event the Grantee herein attempts to assign or subcontract this agreement or any part hereof or any obligation hereunder, the County shall have the right to elect to terminate this Agreement forthwith, without suit or other proceeding.

D. Each or any of the following acts shall be considered an involuntary assignment providing the County with the right to elect to terminate the agreement forthwith, without suit or other proceeding:

- (1) If Grantee is or becomes insolvent, or makes an assignment for the benefit of creditors;
- (2) If Writ of Attachment or Execution is levied on this agreement or other property of Grantee such that would affect Grantee's ability to perform its duties and obligations under this agreement;
- (3) If in any proceeding to which Grantee is a party, a Receiver is appointed with authority to take possession of grantee's property such that would affect Grantee's ability to perform its duties and obligations under this agreement;

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

- (1) The name, address and telephone number of the proposed assignee.
- (2) The character of the legal entity owning or controlling the assignee, and the names, addresses and telephone numbers of all principals, partners, and/or shareholders thereof, as the case may be.
- (3) A copy of any and all purchase and assignment agreements containing, at a minimum, the terms and conditions of the sale, transfer or assignment of this Agreement and of Grantee's Solid Waste and recycling business; provided, however, that the dollar amount of any financial consideration may be deleted from said copies unless and until said information becomes relevant to the review of Grantee's transferee's rates under this Franchise Agreement. Further, however, that nothing in this Franchise Agreement shall obligate County to treat any of said acquisition costs as an allowance expense of said transferee for rate setting purposes. F. 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 Grantee's obligations hereunder, and, particularly, to be able to perform under this agreement in a fashion that will assure the County of complying with AB 939 and its SRRE.

G. The Grantee cannot be in default under any of the material terms and conditions hereof.

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

SECTION 12 - FRANCHISE TRANSFER; FEES

- A. Any application for a franchise transfer shall be made in a manner prescribed by the Departmental Director. The application may include a transfer fee in an amount to be set by County by Resolution of the Board of Supervisors, to cover the anticipated cost of all direct administrative expenses of the County, including consultants and attorneys, necessary to adequately analyze the application and to reimburse County for all direct and indirect expenses. Such transfer fee shall not exceed Ten Thousand Dollars (\$10,000.00) . County'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. These franchise transfer fees are over and above any Franchise Fees specified in this Franchise Agreement and shall not be recoverable costs for rate setting purposes.

SECTION 13 – TERMINATION

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

- A. The material failure or refusal of Grantee to comply with any obligation or duty imposed on Grantee pursuant to this Franchise Agreement. In the event of any material breach of any of the terms of this Franchise Agreement by Grantee as described in this section, County and Grantee shall meet and confer in good faith in an effort to agree on a resolution and cure of the breach. If the parties are unable to agree on the informal resolution or cure of the breach, County shall have the right to terminate this Franchise Agreement if:

- (1) the County shall have given prior written notice to the Grantee specifying that a particular default or defaults exist which will, unless corrected, constitute a material breach of this Franchise Agreement on the part of the Grantee, and
- (2) the Grantee has not corrected such default or has not taken reasonable steps to commence to correct the same within thirty (30) days from the date of the notice pursuant to clause (A) (1) of this section or thereafter does not diligently continue to take reasonable steps to correct such default,

B. The Grantee (i) being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidation 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 Grantee under the laws of any jurisdiction, which proceeding, if involuntary in nature, has not been dismissed within sixty (60) Days, or (iii) taking any action approving of, consenting to, or acquiescing in, any such proceeding, or (iv) being a party to the levy of any distress, execution or attachment upon the property of the Grantee, which shall substantially interfere with the Grantee's performance hereunder. In the event of the Grantee being or becoming insolvent or bankrupt, the Grantee shall (i) assume or reject this Agreement within sixty (60) days after the order for relief; (ii) promptly cure any failure to perform its obligations or any event of default arising under this Agreement for reasons other than the event set forth in this paragraph; and (iii) provide adequate assurance of future performance under this Agreement under 11 USC Section 365 (b) (1) (c), or any successor provision of the Federal Bankruptcy Code. The foregoing provisions shall not prevent the County from requesting such other conditions to assumption of this Agreement, as it deems reasonable and necessary. C. Any waiver of a material 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. Upon the occurrence of a material breach and the declaration of termination of this Agreement by the Board of Supervisors, this Agreement and the franchise granted thereunder shall be of no further force and effect, excepting those provisions concerning County's right to indemnity and to temporarily assume Grantee's obligations. County 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. Upon the occurrence of a material breach and the declaration of termination of this Agreement by the Board of Supervisors, the County may elect to terminate any portion of the services set forth herein and maintain the remainder of the Agreement.

SECTION 14 - RIGHTS OF COUNTY TO PERFORM DURING EMERGENCY

A. Should Grantee, for any reason whatsoever, except the occurrence or existence of any of the events or conditions set forth in Section 27.A., "Force Majeure," below, refuse or be unable to collect, transport and dispose of any or all the Solid Waste which it is obligated under this Franchise 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 County to such an extent, in such a manner, or for such a time that the Departmental Director, in the exercise of his sole discretion, should find that such accumulation endangers or menaces the public health, safety or welfare, then in such event County shall have the right, upon twenty-four (24) hour prior written notice to Grantee, during the period of such emergency, to contract on a temporary basis with

third parties to collect and transport any and all Solid Waste, which Grantee would otherwise be obligated to collect and transport pursuant to this Franchise Agreement.

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

C. All costs, fees, rates and other expenses incurred by the County and/or its third-party contractor that exceed those in effect or being incurred or which would have been incurred had no such emergency arisen shall be the responsibility of the Grantee and shall be paid to the County within 30 days of Grantee's receipt of written notice to so pay.

SECTION 15 -- PRIVACY

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

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

SECTION 16 - RECORDS AND ACCOUNTING

A. Grantee shall maintain a proper set of books and records on an accrual basis, in accordance with generally accepted accounting principles, accurately reflecting the business done by it under this Agreement.

B. Grantee shall maintain all records relating to the services provided hereunder, including, but not limited to, customer lists, billing records, maps, AB 939 records, and customer complaints, for a period of five (5) years from the date of the generation of each such record. The County or its agent(s) shall have the right, upon ten (10) business days' advance notice, to inspect all maps, AB 939 records, Grantee's books and records, customer complaints, and other like materials of the Grantee, which reasonably relate to Grantee's compliance with the provisions of the Franchise Agreement. Such records shall be made available to County at Grantee's regular place of business, but in no event outside the County of Nevada. Grantee shall further maintain and make available to County, records as to number of customers, total and by type, route maps/route listings, service records and other materials and operating statistics in such manner and with such detail as County may require. County shall treat the information required by this paragraph that affects the competitive position of the Grantee as confidential information to the extent permitted by law.

C. Should any examination or audit of Grantee's records reveal an underpayment of any fee required under this Franchise Agreement, the amount of such underpayment shall become due and payable to County not later than thirty (30) days after written notice of such underpayment is

sent to Grantee by County. Should an underpayment of more than two percent (2%) be discovered, Grantee shall bear the entire cost of the County's audit or examination and said cost shall not be recoverable through rate setting.

D. Nothing in this section will prevent County from allowing public access to County records as provided for under the California Government Code, and in the event any dispute arises as to the public access to information provided by Grantee under the terms of this Agreement, the County shall in its discretion provide public access to said information according to law or tender the defense of any claims made against the County concerning said information to Grantee. Prior to releasing any information pursuant to this paragraph, County shall make a good faith effort to notify Grantee of the intended release.

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

SECTION 17 - REPORTS AND ADVERSE INFORMATION

A. Annual Reports

Within one hundred twenty (120) days after the close of Grantee's fiscal year, Grantee shall submit to the County a written annual report, in a form approved by the County, including, but not limited to, the following information:

- (1) A summary of the previous year's (or, in the case of the initial year, the initial year's) activities including, but not limited to, services begun or discontinued during the reporting year, and the number of customers for each class and level of service;
- (2) A revenue statement, setting forth quarterly Franchise Fees, and the basis for the calculation thereof, certified under penalty of perjury by an officer of Grantee; and
- (3) A list of Grantee's officers and members of its board of directors.

B. Adverse Information

Grantee shall provide County two copies of all reports, or other material adversely reflecting on Grantee's performance under this Franchise Agreement, submitted by Grantee to the California or U. S. EPA, the California Integrated Waste Management Board or any Tahoe Truckee other federal, state or county agency. Copies shall be submitted to County simultaneously with Grantee's filing of such matters with said agencies. Grantee's routine correspondence to said agencies need not be automatically submitted to County, but shall be made available to County upon written request, as provided in Section 16.

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

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

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

C. AB 939 Requirements

During the term of this Franchise Agreement, Grantee shall submit to County quarterly, and more often if required by law, information reasonably required by County to meet its reporting obligations imposed by AB 939, and the regulations implementing AB 939, in a manner approved by County. Grantee agrees to submit such reports and information on computer disks, or by modem, in format compatible with County's computers if requested by County. Grantee agrees to render all reasonable cooperation and assistance to the County in meeting the requirements of County's Source Reduction and Recycling Element and Non-Disposal Facility Element.

D. Waste Audits

(1) Grantee shall conduct waste audits at the request of County where such waste audits are necessary to enable County to comply with the requirements of federal or State law. The cost to grantee shall not exceed \$2,500 per 2-year contract period.

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

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

(4) A copy of the audit shall be provided by the Grantee to: the customer, the County and to Grantee's own files.

E. Failure to Report

The refusal, failure or neglect of the Grantee to file any of the reports required, or to provide material information to County, or the intentional inclusion of any materially false or misleading statement or representation made knowingly by the Grantee shall be deemed a material breach of

the Franchise Agreement, and shall subject the Grantee to all remedies, legal or equitable, which are available to the County under the Franchise Agreement.

SECTION 18 - ANNUAL REVIEW OF PERFORMANCE AND QUALITY OF SERVICE

A. From time to time, at its sole discretion, County may examine Grantee's operation in order to evaluate whether or not the Grantee is operating at a level consistent with industry standards and to the satisfaction of the County. Grantee agrees to cooperate in any such examination and shall permit County representatives to inspect, at Grantee's principal place of business, such information pertaining to Grantee's obligations hereunder as County may require, including, but not limited to, such things as customer inquiry records, collection routes and equipment records. Access to Grantee's records shall be subject to Section 16.

B. (1) Grantee shall provide prompt, efficient, continuous and professional service to its customers. County, may at its sole option, conduct a public hearing to review complaints and determine if Grantee is performing duties at a level consistent with industry standards and to the satisfaction of the County. Grantee shall be given a thirty-(30) day notice of any such hearing.

(2) Upon initiation of service, and at least once a year, Grantee shall send or deliver to its residential customers 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, identification of acceptable waste and commonly used household hazardous waste, service level, and inquiry/complaint procedures, including the name, address and local telephone number of Grantee. The form and content shall be subject to the review and approval of the Departmental Director.

SECTION 19 - SYSTEM AND SERVICES REVIEW

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

A. At County's sole option, County may hold a public hearing on or about the first anniversary date of the Franchise Agreement in which it reviews the collection systems and services. Subsequent system and services review hearings may be scheduled by County each two (2) years thereafter. It is County's intent to conduct any system and services review concurrently with any Annual Review of Performance and Quality of Service as provided for in Section 17, above.

B. Sixty (60) days after receiving notice from the County, Grantee shall submit a report to County indicating the following:

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

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

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

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

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

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

SECTION 20 – COMPENSATION

A. Grantee Rates

Grantee shall provide the additional residential and commercial trash and recycling services as described in this Franchise Agreement for the rates specified in Exhibit "C."

Effective October 1, 2003 and annually thereafter, Grantee may increase its service fee, as set forth in Exhibit "C" (Nevada County Rates), by an amount that reflects Eighty percent (80%) of any increase in the Consumer Price Index, California Department of Industrial Relations, Division of Labor Statistics and research, Urban Wage Earners and Clerical Workers for California. In no event shall the rate increase more than four percent (4%) in any one year unless approved by the Board of Supervisors. If at any time during the term of this contract, Grantee experiences any cost savings, the cost savings shall be reflected in a decrease in rates. Grantee shall provide a thirty-(30) day advanced written notice to the Nevada County Board of Supervisors and the Departmental Director.

If at any time the Gate Fees decrease, the savings shall be passed on by a reduction in rates. If, for reasons beyond the control of the Grantee, Gate Fees at landfills increase and Grantee, after exercising due diligence, cannot find a less expensive alternative, Grantee may apply for a rate increase. The following procedure shall apply to a rate increase request where the gate fee is greater than the CPI:

Grantee shall provide a 30-day notification to the Board of Supervisors and the Departmental Director of Grantee's intent to increase rates. Such notification shall include rate calculations and a review of other potential cost savings actions. The Departmental Director shall have 15 days to respond. If both parties fail to reach an agreement on the rate increase, issue shall be scheduled for the earliest Board of Supervisors meeting. The Board of Supervisors shall have

sole discretion on the acceptance of the proposed rate increase. Grantee shall provide all applicable financial data and an analysis of alternative landfill costs. The Board of Supervisors shall not unreasonably withhold approval of an increase.

For this section only, the exercise of due diligence shall be evidenced by, but is not limited to, submittal to the County of a feasibility study by Grantee of alternative landfill sites within a 200 mile radius, full disclosure of any business relationships with proposed landfill site, a full review of other cost factors including, but not limited to, transportation costs and tax issues.

Should at any time it be determined by the County that the County can no longer place all or part of the solid waste fees on the property tax bill, the County may, at its sole discretion, require the Grantee to bill a single family residence for the cost of the service. The County shall allow a reasonable rate increase for the additional administrative costs. Failure of the Grantee to implement such a rate change shall be deemed a material breach of this agreement.

Should at any time the County determines it wishes to take over all or part of the customer billing being performed under the contract by the Grantee, Grantee agrees to negotiate a revised fee schedule which reflects the decrease in the Grantees administrative costs.

B. Billing and Payment

(1) Grantee shall bill all property owners for any additional services as provided in Section 6, whether regular or special. Grantee shall provide itemized bills, distinctly showing charges for all classifications of services, including the charges for late payment, Service Fees, Rentals, Rebates, etc. Billings may be made every three months (and if in advance, for no more than three (3) months for all services to residential customers.

C. Delinquent Accounts

County shall assist grantee in the collection of unpaid bills for service provided pursuant to this agreement in the following manner:

1. On June 1st of each year, Grantee shall provide County with a listing of all uncollected accounts more than sixty days delinquent. Such listing shall be in a form approved by County. Upon submittal of this listing delinquent accounts shall be returned to a zero balance, and payments by customers shall be applied towards future services.
2. By August 1st of the same year, County shall reimburse Franchises for all delinquent accounts submitted under subsection (1) above which can be independently identified by County as valid claims against the property owners. Reimbursement to the Grantee shall be made at one hundred (100%) of the amount billed to the customer, with no interest or penalty.
3. County shall seek to directly recover from delinquent property owners the actual cost of reimbursement plus a penalty, in an amount determined by the Board of Supervisors, to recover administrative costs.

F. Refunds

Grantee shall refund to each customer, on a pro rata basis, any advance service payments made by such customer for service not provided when service is discontinued by the customer after reasonable advance written notice.

G. Bills Paid Locally

Grantee shall establish a method by which customers may pay bills at its office located in the Truckee Area at the shop at Cabin Creek Road. Payments will be accepted during normal banking hours. Any changes in the location must be approved by the County.

SECTION 21 - COLLECTION EQUIPMENT

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

Notwithstanding the generality of the forgoing, Grantee's equipment shall at all times be in conformance with the County Code provisions applicable thereto.

SECTION 22 -- PUBLIC ACCESS TO GRANTEE

A. Office Hours

Grantee's office hours shall be, at a minimum, from 8:00 a.m. to 4:30 p.m. daily, on all collection days, excluding holidays. Grantee shall maintain a local office and phone number. A local manager shall be available during office hours for communication with the public at Grantee's local office. Grantee shall also provide County with an emergency telephone number for use during other than normal business hours

B. Service Complaints

(1) All customer complaints shall be directed to Grantee. Grantee shall record all complaints received by mail, by telephone or in person (including date, name, address of complainant and nature of complaint) . Grantee shall maintain said records, including but not limited to date and action taken by the Grantee to resolve the complaint, for a period of twenty-four (24) months. All such records shall be available for inspection by the County.

(2) Grantee agrees to use its best efforts to resolve all complaints by close of business of the second business (waste collection) day following the date on which such complaint is received. The Grantee shall notify any customers filing a complaint with the Grantee of the complaint arbitration procedure as outlined in this section.

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

C. Government Liaison Person

The Grantee shall designate a "government liaison person" who shall be responsible for working with the Departmental Director or a person designated by the Director.

D. Regular Meetings with County

At the reasonable request of County, Grantee shall meet with the County at 950 Maidu Avenue, Nevada City to discuss matters of mutual concern including but not limited to, problems in Grantee's service, compliance with AB 939 and future planning. The person attending these meetings on behalf of Grantee shall be vested with sufficient authority to make decisions binding on Grantee.

SECTION 23 - SERVICE EXCEPTIONS; HAZARDOUS SUBSTANCES NOTIFICATIONS

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

B. When Solid Waste is not collected from any Solid Waste customer, Grantee shall notify its customer why the collection was not made and shall attach tags approved by the County to the waste not so collected which clearly identify the reasons for such non-collection.

C. Grantee has represented to County that Grantee will carry out its duties to notify all agencies with jurisdiction, including the California Department of Toxic Substances Control and Local Emergency Response Providers, and, if appropriate, the National Response Center, of reportable quantities of Hazardous Substances, found or observed by Grantee in Solid Waste anywhere within the County, including on, in, under or about County property, including streets, easements, rights of way and County waste containers. In addition to other required notifications, if Grantee observes any substances which it or its employees reasonably believe or suspect to contain Hazardous Substances unlawfully disposed of or released on County property, including streets, storm drains, or public rights of way, Grantee also will immediately notify the Departmental Director.

D. Grantee shall conduct a visual inspection, consistent with its normal operating procedures, of all Solid Wastes that it collects, transports and/or disposes pursuant to this Franchise Agreement for the purpose of discovering, identifying and refusing to collect, transport and dispose of Hazardous Substances or materials.

E. Household Hazardous Substances Program: Grantee shall not collect, handle, process, transport, arrange for the transport of or dispose of Hazardous Substances pursuant to this Franchise Agreement.

SECTION 24 - GENERAL PROVISIONS

A. Force Majeure

Grantee shall not be in default under this Franchise Agreement in the event that the collection, transportation and/or disposal services of Grantee are temporarily interrupted or discontinued for reasons outside the reasonable control of the Grantee, including but not limited to: riots, wars, sabotage, civil disturbances, insurrection, explosion, natural disasters such as floods, earthquakes, landslides and fires, strikes, lockouts and other labor disturbances or other similar or dissimilar events which are beyond the reasonable control of Grantee. Other events do not include the financial inability of the Grantee to perform or failure of the Grantee to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Grantee. In the event a labor disturbance interrupts collection, transportation and/or disposal of Solid Waste by Grantee as required under this Franchise Agreement, County may elect to exercise its rights under Section 16 of this Franchise Agreement.

B. Independent Contractor

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

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C. Nondiscriminatory Employment

In connection with the execution of this contract, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

D. Interest of Public Officials

No officer, agent or employee of the County during their tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

F. Subcontracting

The Grantee shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except as specifically identified herein.

F. Right of Entry

Grantee shall have the right, until receipt of written notice revoking permission to pass is delivered to Grantee, to enter or drive on any private street, court, place, easement or other private property for the purpose of collecting or transporting solid waste pursuant to this Franchise Agreement.

G. Law to Govern; Venue

The laws of the State of California shall govern this Franchise Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Nevada.

H. Fees and Gratuities

Grantee shall not, nor shall it permit any agent, employee or subgrantee employed by it to, request, solicit, demand or accept, either directly or indirectly, any compensation or gratuity for the collection of Solid Waste otherwise required to be collected under this Franchise Agreement.

I. Prior Agreements and Amendment

No amendment of this Franchise Agreement shall be valid unless in writing duly executed by the Parties. This Franchise 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 Franchise Agreement is intended to supersede and replace all prior agreements between the parties, except as otherwise specifically provided in this Agreement.

J. Compliance with Franchise Agreement

Grantee shall comply with those provisions of the County Code, which are applicable, and with any and all amendments to such applicable provisions during the term of this Franchise Agreement, provided that such provisions are not inconsistent with the terms of this Franchise Agreement.

K. Notices

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

To County: County of Nevada
Director of the Department of Transportation and Sanitation
950 Maidu Avenue
Nevada City, CA 95959-8600

To Grantee: Tahoe Truckee Disposal Company, Inc.
Post Office Box 135
Tahoe City, CA 96145

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

L. Savings Clause and Entirety

If any non-material provision of this Franchise 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 Franchise Agreement.

M. Exhibits Incorporated

Exhibits "A" through "D" are attached to and incorporated in this Franchise Agreement by reference.

N. Identification Required

Grantee shall provide its employees, Grantees and subgrantees with identification for all individuals who may make personal contact with residents of the County.

O. Joint Drafting

This Franchise Agreement was drafted jointly by the Parties to the Franchise Agreement.

P. Judicial Review

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

Q. Police Powers

Nothing in this Agreement is intended to or may limit County authority pursuant to its police power.

R. Affiliated Entities

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

WITNESS the execution of this Agreement on the day and year first written above.

COUNTY OF NEVADA



Sue Horne
Chair, Board of Supervisors, County
of Nevada

ATTEST:

Clerk of the Board of Supervisors



By:

APPROVED AS TO FORM:


(County Counsel)

TAHOE TRUCKEE DISPOSAL COMPANY, INC.

By 

Title: Secretary

Limits
nes

n 4/28/2003

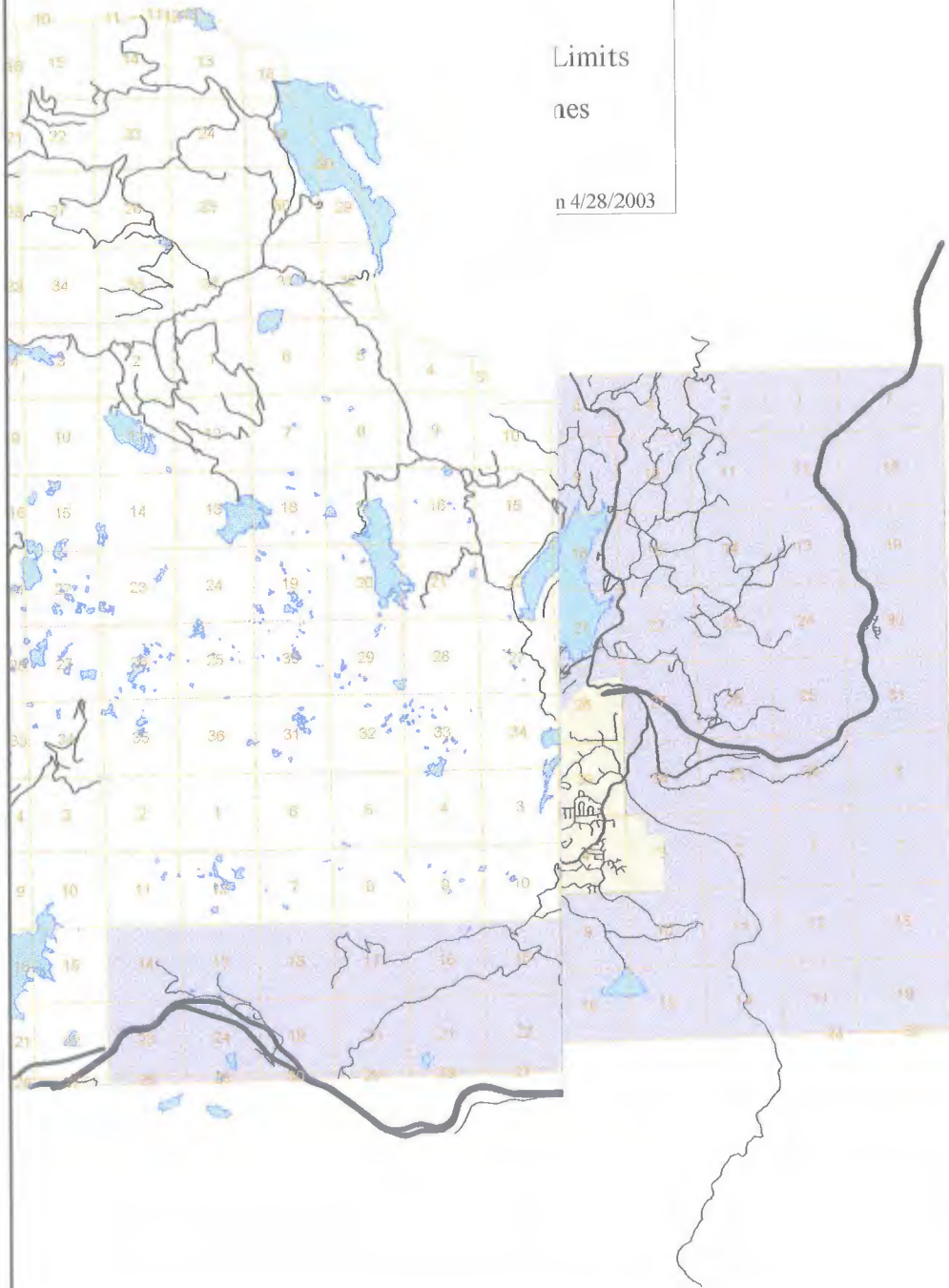


EXHIBIT B

(1) LOCATIONS OF CONVENIENCE DUMPSTERS:

- Kingvale/Pla Vada Homeowners
- Russell Valley Homeowners
- Klondike Flat Homeowners
- Martis Peak Homeowners
- Juniper Mountain Homeowners

EXHIBIT C NEVADA COUNTY RATES

RESIDENTIAL RATES PER MONTH:

SERVICE	BASE \$	SURCHARGE \$	TOTAL \$
1 can/week	10.27	.41	\$ 10.68 paid within parcel fee
2 cans/week	6.28	.25	\$ 6.53 in addition to parcel fee
Extra	2.23	.09	2.32 each extra item (approximate one can equivalent)

COMMERCIAL RATES PER MONTH:

SERVICE	BASE \$	SURCHARGE \$	TOTAL \$
3yd 1xW	164.08	6.56	170.64
3yd 2xW	310.01	12.40	322.41
3yd 3xW	456.03	18.24	474.27
4yd 1xW	210.67	8.43	219.10
4yd 2xW	386.33	15.45	401.78
4yd 3xW	561.93	22.48	584.41
6yd 1xW	304.74	12.19	316.93
6yd 2xW	596.91	23.88	620.79
6yd 3xW	889.13	35.57	924.70

COMMERCIAL COMPACTED RATE PER MONTH:

SERVICE	BASE \$	SURCHARGE \$	TOTAL \$
3yd 1xW	304.50	12.18	316.68
4yd 1xW	406.00	16.24	422.24
6yd 1xW	609.01	24.36	633.37
10yd 1xW	1,009.40	40.38	1,049.78
15yd 1xW	1,514.10	60.56	1,574.66
20yd 1xW	2,018.82	80.75	2,099.57
25yd 1xW	2,523.51	100.94	2,624.45
30yd 1xW	3,028.22	121.13	3,149.35

COMMERCIAL CAN RATE PER CAN:

SERVICE	BASE \$	SURCHARGE \$	TOTAL \$
One Can	3.04	.12	3.16

DEBRIS BOX RATES PER CONTAINER:

SERVICE	BASE \$	SURCHARGE \$	TOTAL \$
6 Yard	94.23	3.77	98.00
Rock Box	241.35	9.65	251.00
20 Yard	285.58	11.42	297.00
30 Yard	350.96	14.04	365.00
Excess Tonnage	66.68/ton	66.68/ton	(pass-thru-charge)
Freon removal	24.45	24.45/each unit	(Pass-through-charge)

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EXHIBIT C

TAHOE TRUCKEE DISPOSAL COMPANY, INC. (TTD) DEBRIS BOX POLICIES/CONDITIONS OF USE

By placement of any debris box order, customer accepts and agrees to the following terms and conditions of use:

GENERAL INFORMATION:

- TTD cannot guarantee service times.
- Customers are responsible for damaged and/or overloaded debris boxes.
- Debris boxes have time limits of three (3) days, sooner if prearranged. Debris boxes will automatically be removed three (3) days after delivery unless otherwise scheduled by the customer.
- Our drivers may arrive as early as 6:00 a.m. to remove the debris box or as late as 6:00 p.m. for delivery.
- C.O.D. If check is not in office or on job, dumpster may not be delivered.
- No dirt or rocks in bins. Other heavy items of special concern: sheetrock, composition roofing, sod, bricks, or asphalt.
- Dumpsters must not be overloaded: debris in all boxes must at maximum be level with the rim of the box ("water-level full only"); no items can be protruding from the sides of the box. Heavy materials must be evenly distributed in bottom of the box. Dumpsters must be safe to haul.

TYPE OF GARBAGE:

- Hazardous and/or toxic materials, biohazardous wastes, explosives, or gasoline tanks are prohibited in all debris boxes. By law, we cannot accept autos or any hazardous wastes (i.e. paint, anti-freeze, batteries, insecticides, toxins, medical waste, etc.).
- APPLIANCES: All large appliances should be placed in a secure but accessible location on top of the load. Refrigerators, freezers, air conditioners or any items which have or have contained freon will be assessed an additional freon removal charge per item, unless customer can show written proof of freon removal.
- QUESTIONABLE ITEMS: Limit of four tires (regular auto) per dumpster. Other questionable items (tanks, asbestos, engines, etc.) must be approved by Placer County Environmental Health Department. Bins containing any of the above will be returned full and charged for trip unless item has been approved or compensation has been made.

WEIGHT LIMITS/OVERWEIGHT CHARGES:

- Net weight limit of 8,000 lbs. for 20-Yard dumpsters; 10,000 lbs. for 30-Yard dumpsters.
 - Customers who load dumpsters with unmixed inert wastes* only (separated by type) are not subject to additional weight charges.
- "INERT WASTES" are generally defined as those solid wastes, which are source-separated by the customer and can be reused or recycled on an economical basis by the landfill operator. Examples of such material types might include (a) tree stumps and trimmings, brush, (b) clean

concrete debris, (c) uncontaminated soil, rock, (d) clean unpainted lumber (no large bolts), (e) clean asphalt.

- Customers who load dumpsters with mixed solid wastes* are required to pay the landfill tipping fee for portions of weight which exceed the specified limit.
→"MIXED SOLID WASTES" are defined here as those unseparated solid wastes other than inert materials (garbage which must be transferred and landfilled).
- **OVERWEIGHT CHARGE:** Current Mixed Solid Waste facility (Eastern Regional Landfill) rate per ton or portion thereof exceeding the weight limit.
- **LEGALLY HAULABLE:** All dumpsters must be legally haulable according to the U.S. Department of Transportation (U.S.D.O.T.) rules and regulations. In the interest of public safety, the U.S.D.O.T. imposes restrictions on weight and containment of transported loads.
- Debris boxes exceeding the legal weight limits as allowed by the U.S.D.O.T. will not be removed until legally haulable. Customer is responsible for any offloading required to render dumpster safely haulable and must do so in a timely manner or be subject to additional charges.

SPECIFIC LIMITATIONS:

- **6-Yard Dumpsters:** Avoid overloading with heavy items which may render dumpster too heavy to remove (i.e. sheetrock, composition roofing, etc.).
- **20/30-Yard Dumpsters:** See above description of weight limits.
- **Rock Boxes:** Dumpsters must contain unmixed inert wastes only (no Mixed Inert or Solid Wastes). When loaded water-level full, rock box weight will be approximately 12 tons, the approximate legal limit for our Rock Boxes. Contaminated soil is prohibited unless approved in advance by Placer County Environmental Health Department.

TTD is not responsible for damage to surface on which the debris box is placed over which the truck must travel. Placement locations must be level and clearly removed from public easements with no immediate overhead wires. Trucks must have a height clearance of 18 feet and width clearance of 12 feet. TTD reserves the right to refuse delivery or removal if, in its judgment, the placement location is unsuitable or the debris box is considered unsafe for hauling. Customers who wish to protect surfaces must do so in advance by their own accord.

All orders are on a first-come, first-serve basis. TTD suggests orders to be called in to our office one business day in advance to guarantee delivery (order earlier for key holiday periods). Please call (530) 583-0148 Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. or stop by our office between 8:00 a.m. and 5:00 p.m., Monday through Friday, located at 645 West Lake Boulevard, Suite 5, Tahoe City, CA 96145. Normal deliveries are scheduled Monday through Friday, excluding holidays. All calls are answered in the order they are received.

Extra or special service charges may apply if additional service is provided or if service varies in any way from above policies and conditions of use. The above stated debris box policies and conditions of use are subject to periodic changes.

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EXHIBIT D

Tahoe Truckee Disposal Company, Inc. Curbside Blue Bag Program

Acceptable Items:

All materials placed in blue bags must be uncontaminated and dry; bottles must be rinsed and clean; no foreign matter should be placed inside or attached to recyclables (i.e. bottle caps, food syringes, etc.). Only the following materials are acceptable for collection:

- Magazines
- Newspaper
- Plastic containers: types No. 1 (PET) and No. 2 (HDPE) only
- Glass containers: (generally food-related, see restrictions below)
- Aluminum cans
- Bi-metal cans
- Steel cans (i.e. vegetable and fruit "tin" cans)
- Cardboard
- Mixed White Paper

Unacceptable Items:

Unacceptable materials* include but are not limited to the following items:

Aluminum foil (including pie tins); aluminum cooking pots, aluminum roofing materials; contaminated plastic (example: containers used to store used oil); plastic grocery bags; polystyrene; "styrofoam;" wax or plastic-coated cartons (i.e. paper milk cartons); ceramics, coffee mugs, dishes; crystal, drinking glasses, light bulbs, pharmaceutical bottles, pyrex, mirrors, eyeglasses, window panes; carbon paper, contaminated paper products, "neon"-colored paper, paper with foil plastic laminates (such as pet food bags or juice boxes), sanitary products, diapers, syringes.

*If an item is not listed here, customers should call the TTD office (530) 583-0148 to determine if it is accepted recyclable material.