

FIRST AMENDMENT TO AGREEMENT

The Agreement entitled "Refuse Franchise Agreement" entered into between the Town of Loomis [Town] and Auburn Placer Disposal Service [Contractor] is hereby amended as approved by the Loomis Town Council on June 12, 2007:

Section 1. The first paragraph of Section 1 is amended to read as follows in order to extend the term of the Agreement by ten (10) years:

"Town does hereby give and grant to Contractor the exclusive right and franchise to collect, transport and dispose of and recycle garbage, rubbish, refuse and recyclable material in and for the Town for the period commencing July 1, 2001 and terminating September 30, 2024."

Section 2. The second paragraph of Section 1 is amended to read as follows in order to clarify its intended meaning:

"Contractor hereby accepts this franchise and agrees to collect, transport, and dispose of and recycle refuse, in accordance with Section 3 of this Agreement, and in accordance with all applicable laws, rules and regulations, including, but not limited to:"

Section 3. The title to Section 2 of the Agreement is amended to read as follows:

"2. DEFINITIONS."

Section 4. The following is added to Section 2 of the Agreement:

" 'Green waste' means organic material from trees, shrubs, grass and other vegetation. Green waste does not include plastic bags, bricks, rocks, gravel, large quantities of dirt, concrete, sod, non-organic wastes, loose fruits and vegetables, tree trunks, stumps, palm fronds, branches more than six inches in diameter or three feet in length, or pet waste."

Section 5. A new Section 3 is hereby added to the Agreement in order to add a green waste program to the services provided by the Contractor:

" 3. GREEN WASTE COLLECTION AND COUPON PROGRAM

Contractor hereby agrees to provide a residential green waste collection service and coupon program which will divert 8 to 15 % of the Town's current land fill waste stream, which will allow the Town to meet its 50% recycling requirement for the foreseeable future, and which will include but not be limited to the following:

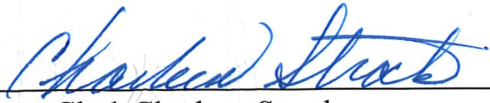
- A. Contractor shall provide a number of 96 gallon toters for curbside collection of green waste to urban customers within the Town and shall empty these toters once a week using a separate green waste truck. (Urban customers are those not serviced by two axle rear loaders as of June 12, 2007; rural customers are those served by two axle rear loaders at said time).
- B. Contractor shall provide rural customers with two (2) free two-yard green waste dump coupons per year.
- C. Nearly 1800 Town customers will benefit from this program.
- D. This green waste program shall be provided at no additional cost to the Town or to Town customers.
- E. Contractor shall implement a fully automated pickup system for green waste and garbage for urban customers. However, green waste pick-up will be by semi-automated trucks initially, to insure contaminants are not present. Once customers are complying with the green waste guidelines, pick-up will be fully automated.
- F. Customers who do not want a green waste toter will not be required to participate in the program.
- G. Green waste toters will be green to distinguish from garbage toters which are grey.
- H. Unlimited can customers will be changed to unlimited toter service, although it is anticipated that many will end up with two toter service, one for green waste and one for garbage.
- I. Contractor shall continue to pick-up extra cans and bags beyond the two-toter service.
- J. The 232 single can (e.g. minimum service) customers will not receive a green waste toter.”

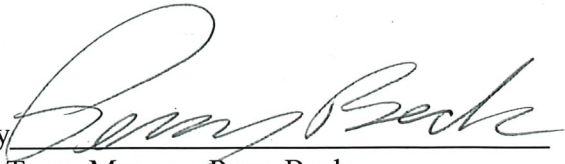
Except as amended by this First Amendment to Agreement, the Refuse Franchise Agreement shall remain in full effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Agreement to be executed on the date first written above.

ATTEST:

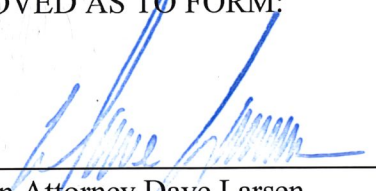
TOWN OF LOOMIS:


By 
Town Clerk Charlene Strock

By 
Town Manager Perry Beck

APPROVED AS TO FORM:

AUBURN PLACER DISPOSAL SERVICE

By 
Town Attorney Dave Larsen

By 
President & CEO Michael J. Sangiacomo