



County of Santa Cruz 0227

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 950604070
(831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

AGENDA: DECEMBER 12, 2000

November 30, 2000

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: REFUSE, RECYCLING AND YARDWASTE FRANCHISE SERVICES
AGREEMENT AMENDMENT FOR FRANCHISE TRANSFER
AND MISCELLANEOUS RATE ADDITIONS

Members of the Board:

On February 25, 1997, your Board approved a franchise agreement with Waste Management of Santa Cruz County (WMSCC) to implement the County's new refuse, recycling and yardwaste collection and processing system. We are now in the third year of this very successful waste diversion and collection program and clarifications in franchise agreement language are now needed to formally accept the final component of WMSCC's parent corporation merger with USA Waste, Inc. and add several new services and related fees to the collection program.

WMI/USA Waste Merger

Public Works provided your Board with a report on April 28, 1998, regarding the merger of WMSCC's parent corporation, Waste Management, Inc. (WMI) with USA Waste, Inc. At that time the formal holding company for all of WMI's solid waste operations in California was Waste Management Collection and Recycling, Inc. At the time of the initial merger, no changes in the holding company status were implemented and, therefore, no Board approval or amendment to the franchise agreement was necessary. As the final pieces of this merger are being completed, WMI is now consolidating its duplicate holding companies, resulting from the merger, into a single entity. Attachment 1 is a copy of WMSCC's July 7, 2000, correspondence outlining the proposed consolidation of its sister holding companies in California.

Public Works recommends approval of WMSCC's request to transfer franchise assets from Waste Management Collection and Recycling, Inc. to USA Waste of California, Inc. This transfer will have no material effect on the recycling and collection services currently provided and the local operating entity will continue to operate as WMSCC. The amendment to agreement, Attachment 2, includes the revised pages of the franchise agreement and appendices

necessary for this amendment. The following is a brief summary of the proposed language changes necessary to approve WMSCC's asset transfer request.

- Section 3.3 (A), CHANGE IN FRANCHISE OWNERSHIP OR CONTROL, page 14.

Proposed language modification: “Current Ownershin and Control. The franchisee represents that, ~~as of the franchise date~~, as of the December 12, 2000, amendment to this franchise, the voting stock of the franchisee is owned by ~~Waste Management Collection and Recycling, Inc.~~ USA Waste of California, Inc., a California Corporation.”

- Appendix K, PERFORMANCE BOND AND CORPORATE GUARANTEE

Section 6.5 of the franchise agreement requires a performance bond in the amount of \$1 .0 million and Section 6.9 requires a franchise corporate guarantee. These two documents are included as Appendix J of the franchise agreement and the attached bond rider and guarantee transfer will supplement the current documents in this appendix. Both documents reflect the merger changes and holding company consolidation.

Rate/Service Additions

Our department and WMSCC have received occasional requests for recycling only service or yardwaste only service. WMSCC has proposed fees for these two new services. The attached amendment to agreement includes the revised pages of Appendix D of the franchise agreement including the new recycle only and yardwaste only service levels and fees. The following is a brief summary of the proposed fee additions, as well as the customer service rates. These customer rates are made up of three components: 1) WMSCC service fees outlined in Appendix D of the franchise agreement, 2) landfill disposal fees, and 3) franchise fees. Attachment 3 is an updated customer rate schedule reflecting the addition of the new services outlined above.

- Appendix D, CART CUSTOMER FRANCHISE SERVICE FEE SCHEDULE, Schedule 1, page D- 1.

Proposed language modification: Add monthly fees for recycle and yardwaste only services:

	<u>CPI Variable</u>	<u>WMSCC Fee</u>	<u>Customer Rate</u>
Recycle only service	\$3.46	\$5.02	\$5.60
Yardwaste only service	\$2.73	\$3.96	\$4.40

WMSCC has recently received a customer request for an eight cubic yard bin service. At the time the franchise agreement was drafted in 1997, no such service was being provided in the county and no fees were established. The attached amendment to agreement includes the revised pages of Appendix D of the franchise agreement including the new eight cubic yard bin service levels and fees. The following is a brief summary of the proposed fee additions.

Appendix D, BIN CUSTOMER SERVICE FEE, Schedule 3, pages D-3 & 4.

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Proposed language modification: Add monthly fees for eight cubic yard bin services:

	<u>CPI Variable</u>	<u>WMSCC Fee</u>	<u>Customer Rate</u>
8 yard - 1 x week	\$175.51	\$254.78	\$387.00
8 yard - 2 x week	\$289.59	\$470.39	\$730.50
8 yard - 3 x week	\$477.82	\$693.64	\$1,082.45
8 yard - 4 x week	\$788.41	\$1,144.50	\$1,687.35
8 yard - 5 x week	\$1,300.86	\$1,888.41	\$2,617.80

- Appendix D, BIN CUSTOMER EXTRA SERVICE FEE, Schedule 7, page D-1 1.

Proposed language modification: Add extra pick-up fee for eight cubic yard bin:

	<u>CPI Variable</u>	<u>WMSCC Fee</u>	<u>Customer Rate</u>
8 yard bin, extra pick-up	\$50.30	\$73.02	\$105.15

It is therefore recommended that the Board of Supervisors take the following action:

1. Approve the attached amendment to agreement with Waste Management of Santa Cruz County providing for language corrections to approve Waste Management's corporate merger and miscellaneous new service fees, and authorize the Director of Public Works to sign the amendment on behalf of the county.
2. Approve new services and rates added to the customer rate schedule for refuse, recycling and yardwaste collection services.

Yours truly,



THOMAS L. BOLICH

Director of Public Works

RPM: bbs

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Public Works

County Counsel

Jim Moresco, Waste Management of Santa Cruz County (w/a)

AMENDMENT TO AGREEMENT

The parties hereto agree to amend **Refuse**, Recycling and Yardwaste Services Franchise Agreement number 71576 dated February 25, 1997, and as amended, by and between the COUNTY OF SANTA CRUZ and WASTE MANAGEMENT OF SANTA CRUZ COUNTY. The purpose for this amendment is to: provide for language changes necessary to approve Waste Management, Inc.'s merger with USA Waste, Inc. and miscellaneous new service fees per revised franchise agreement pages and appendices, as attached.

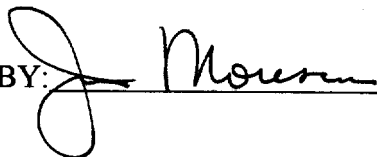
All other provisions of said agreement shall remain the same.

DATED! _____

COUNTY OF SANTA CRUZ
DEPARTMENT OF PUBLIC WORKS

DIRECTOR OF PUBLIC WORKS

CONTRACTOR:

BY:  _____

ADDRESS: P.O. Box 2347
Watsonville, CA 95076

TELEPHONE: (83 1) 768-8071

Approved as to form:

 1129.00
Chief, Asst. County Counsel

DISTRIBUTION: County Administrative Office
Auditor-Controller
County Counsel
Contractor

RPM:bbs

**WASTE MANAGEMENT**

P.O. Box 2347
 Watsonville, CA 95077
 (831) 768-8071
 (831) 768-9901 Fax

July 7, 2000

Susan Mauriello, CAO
 Department of Public Works
 County of Santa Cruz
 701 Ocean Street, Room 410
 Santa Cruz, CA 95060

RE: TRANSFER OF **WM** OF SANTA CRUZ COUNTY FRANCHISE

Dear Susan:

I am writing to provide the County of Santa Cruz further information concerning the proposed transfer of certain assets of Waste Management of Santa Cruz County to USA Waste of California, Inc. I hope this **information** will help the County of Santa Cruz better understand and evaluate the proposed transaction, particularly as it relates to the transfer of the solid waste **franchise**.

Under the proposed transaction, USA Waste of California, Inc. will acquire certain assets **from** Waste Management Collection and Recycling, Inc., including the assets of Waste Management of Santa Cruz County, which as you may know, is presently a division of Waste Management Collection and Recycling. As part of this proposed transaction, we would like to transfer the solid waste **franchise** that Waste Management currently holds with County of Santa Cruz.

For purposes of explanation and context, USA Waste of California, Inc. is a subsidiary of Waste Management, Inc. USA Waste of California is the primary holding company for Waste Management Inc.'s solid waste operations in California. As such, it holds numerous solid waste collection companies and **franchise** agreements.

As you may recall, in July of 1998 USA Waste Services, Inc. merged with Waste Management, Inc. Prior to the merger, Waste Management operated in Santa Cruz County through Waste Management Collection and Recycling, Inc. and its division Waste Management of Santa Cruz County. At that time, USA Waste of California was USA Waste's California operating subsidiary. As result of the merger, both Waste Management Collection and Recycling and USA Waste of California are now sister subsidiaries of Waste Management Inc. Waste Management, Inc. is in the midst of a corporate subsidiary reorganization program designed to reduce the number of subsidiary entities, including merging all of our California operations under one holding company.

Susan Mauriello
CAO
Department of Public Works
July 7, 2000

Page 2

As the legal entity acquiring the assets **from** Waste Management of Santa Cruz County, USA Waste of California will assume full responsibility for the performance of the **franchise** agreement with County of Santa **Cruz**. All of the terms and conditions currently in the **franchise** agreement will remain intact. All of the obligations currently undertaken by Waste Management of Santa Cruz County will be fully assumed and fulfilled by USA Waste of California, including the indemnification obligations. We also plan to continue doing business under the name Waste Management of Santa Cruz County. In addition, you will see little change, if any, in personnel, equipment or in the way we conduct operations.

We hope that this information is helpful in allowing County of Santa **Cruz** to evaluate the proposed transfer of the solid waste franchise **from** Waste Management of Santa Cruz County to USA Waste of California. If you need any additional information or **further** clarification about the proposed transfer, please do not hesitate to contact me at (831) 768-4722.

Sincerely,



Jim Moresco
District Manager
Waste Management of Santa **Cruz** County

JM:mc

cc: Patrick R. Mathews, Solid Waste & Recycling Manager
Howard Yamaguchi - WM

Attachment -- as mentioned

ATTACHMENT 2

**AMENDMENT TO
REFUSE, RECYCLING AND YARDWASTE
COLLECTION FRANCHISE AGREEMENT**

DECEMBER 12, 2000

**AMENDMENT TO AGREEMENT
PAGE INSERTS

FOR

REFUSE RECYCLING AND YARDWASTE FRANCHISE SERVICES
AGREEMENT**

September 26, 2000

6. Customers of Valley Trash located within the Franchise Area, not exceeding 300 at any one time.

Further, the provisions of this Franchise shall not preclude or prohibit County or any officer or employer thereof or any employee of the State of California, or any governmental subdivision thereof, from collecting, removing, and disposing of Solid Waste from County or state facilities. In addition, the provisions of this Franchise shall not preclude or prohibit the owner or occupant of any Premises from collecting, removing and disposing of Solid Waste, Recyclables, Wood Waste or Yard Waste generated on such Premises.

(D) Haulage by Third Parties. This Franchise shall not prohibit haulers of Solid Waste other than Franchise Materials from hauling such waste over County streets in accordance with Applicable Law.

(E) Use of Highway 17 for transport of Franchise Materials. Notwithstanding any other terms or provisions of this agreement, the Franchisee shall be prohibited from utilizing Highway 17 for transport of Franchise Materials out of County, for ingress and egress of collection vehicles from corporation facilities, permanent or temporary, located out of County, or for collection vehicle maintenance out of County. Use of Highway 17 during periods of County declared emergencies or closures of other primary access routes may be approved by the Director upon written notice from the Franchisee.

SECTION 3.2. ASSIGNMENT AND TRANSFER OF FRANCHISE.

(A) Consent of County Required. This Franchise shall not be transferred, sold, pledged, hypothecated, leased, or assigned, nor shall any of the rights or privileges herein be transferred, sold, pledged, hypothecated, leased or assigned, either in whole or in part, nor shall title hereto or thereto, either legal or equitable, or any right, interest, or property herein or therein, pass to or vest in any person, except the Franchisee, either by action or inaction of the Franchisee or by operation of law, without the prior written consent of the County, which may be withheld or delayed in its sole and absolute discretion with or without cause. Any attempt by the Franchisee to effectuate any of the foregoing without the consent of the County shall be null and void.

(B) Imposition of Conditions. The County may impose conditions and restrictions on any approval it may elect to give of any transaction described in Sections 3.2(A) and 3.3 hereof, including without limitation conditions relating to payment of all costs relating to such transfer and an additional fee of \$10,000 and requiring acceptance of amendments of this Franchise.

SECTION 3.3. CHANGE IN FRANCHISEE OWNERSHIP OR CONTROL.

(A) Current Ownershiu and Control. The Franchisee represents that, as of the December 12, 2000, amendment to this Franchise, the voting stock of the Franchisee is owned by USA Waste of California, Inc., a California Corporation.

(B) Maintenance of Corporate Existence. The Franchisee covenants that during the Term of this Franchise it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not take any other action which would materially impair the ability of the Franchisee to perform the Franchise Service.

(C) Consolidation, Merger, Sale, Transfer and Change in Control. The Franchisee shall not, without the prior written consent of the County which may be withheld or delayed in its sole and absolute discretion, acquire any entity, consolidate with or merge with another entity, or permit one or more other entities to consolidate with or merge into it.

APPENDIX D

CART CUSTOMER FRANCHISE SERVICES FEE SCHEDULE

Schedule 1

Monthly Fee Schedule

Franchise Service Description	CPI Variable Monthly Unit Price	Total Monthly Service Fee Unit Price
Combined refuse, recycling and yard waste collection: (1)		
20-gallon refuse can (2)	\$6.05	\$8.36
20-gallon refuse container	\$6.05	\$8.89
32-gallon refuse container	\$6.05	\$8.89
64-gallon refuse container	\$9.98	\$14.67
96-gallon refuse container	\$10.78	\$15.85
per additional 32-gallon container	\$4.24	\$6.23
per additional 64-gallon container	\$6.99	\$10.27
per additional 96-gallon container	\$7.54	\$11.09
Recycle only service	\$3.46	\$5.02
Yardwaste only service	\$2.73	\$3.96

(1) Approximate container volume, volumes may vary slightly dependent on manufacturer and lid configuration.

(2) 20 Gallon refuse Can Service consists of a 20 gallon refuse can (non-wheeled) and 3 stacking recycle crates, (no yardwaste).

BIN CUSTOMER FRANCHISE REFUSE SERVICE FEE SCHEDULE

Schedule 3

Monthly Fee Schedules

Refuse Bin Service Description	CPI Variable Monthly Unit Price	Total Monthly Fee (1)
1 Yard - 1 x week	\$42.88	\$59.97
1.5 Yard - 1 x week	\$51.66	\$75.97
2 Yard - 1 x week	\$59.85	\$93.97
3 Yard - 1 x week	\$83.84	\$123.28
4 Yard - 1 x week	\$97.74	\$143.73
5 Yard - 1 x week	\$117.29	\$172.48
6 Yard - 1 x week	\$140.75	\$206.98
8 Yard - 1 x week	\$175.51	\$254.78

Refuse Bin Service Description	CPI Variable Monthly Unit Price	Total Monthly Fee (1)
1 Yard - 2 x week	\$77.18	\$99.97
1.5 Yard - 2 x week	\$92.46	\$135.97
2 Yard - 2 x week	\$107.72	\$173.97
3 Yard - 2 x week	\$150.91	\$221.91
4 Yard - 2 x week	\$175.94	\$258.73
5 Yard - 2 x week	\$211.13	\$310.47
6 Yard - 2 x week	\$253.35	\$372.57
8 Yard - 2 x week	\$289.59	\$470.39

Refuse Bin Service Description	CPI Variable Monthly Unit Price	Total Monthly Fee (1)
1 Yard - 3 x week	\$120.07	\$176.56
1.5 Yard - 3 x week	\$143.81	\$211.49
2 Yard - 3 x week	\$167.57	\$246.42
3 Yard - 3 x week	\$234.74	\$345.20
4 Yard - 3 x week	\$273.69	\$402.47
5 Yard - 3 x week	\$328.42	\$482.96
6 Yard - 3 x week	\$394.11	\$579.56
8 Yard - 3 x week	\$477.82	\$693.64

(1) Included in each service category listed above is provision of weekly collection of one or two 64 gallon Carts for Recyclables at commercial premises, and collection of one to four 64 gallon Carts for Recyclables at all multi-family residential premises.

BIN CUSTOMER FRANCHISE REFUSE SERVICE FEE SCHEDULE

0238

Schedule 3

Monthly Fee Schedules

Refuse Bin Service Description	CPI Variable Monthly Unit Price	Total Monthly Fee (1)
1 Yard - 4 x week	\$154.37	\$227.00
1.5 Yard -4 x week	\$184.90	\$271.92
2 Yard - 4 x week	\$215.45	\$316.83
3 Yard - 4 x week	\$301.81	\$443.83
4 Yard - 4 x week	\$351.88	\$517.46
5 Yard - 4 x week	\$422.26	\$620.96
6 Yard - 4 x week	\$506.71	\$745.15
8 Yard - 4 x week	\$788.41	\$1,144.50

Refuse Bin Service Description	CPI Variable Monthly Unit Price	Total Monthly Fee (1)
1 Yard - 5 x week	\$197.25	\$290.06
1.5 Yard -5 x week	\$236.27	\$347.45
2 Yard - 5 x week	\$275.30	\$404.84
3 Yard - 5 x week	\$385.65	\$567.12
4 Yard - 5 x week	\$449.63	\$661.21
5 Yard - 5 x week	\$539.55	\$793.45
6 Yard - 5 x week	\$647.46	\$952.15
8 Yard - 5 x week	\$1,300.86	\$1,888.41

Refuse Bin Service Description	CPI Variable Monthly Unit Price	Total Monthly Fee (1)
1 Yard - 6 x week	\$235.84	\$346.83
1.5 Yard -6 x week	\$282.49	\$415.44
2 Yard - 6 x week	\$329.16	\$484.05
3 Yard - 6 x week	\$461.10	\$678.08
4 Yard - 6 x week	\$537.60	\$790.57
5 Yard - 6 x week	\$645.12	\$948.69
6 Yard - 6 x week	6774.14	\$1,138.43

(1) Included in each service category listed above is provision of weekly collection of one or two 64 gallon Carts for Recyclables at commercial premises, and collection of one to four 64 gallon Carts for Recyclables at all multi-family residential premises.

BIN CUSTOMER EXTRA SERVICES FEE SCHEDULE

Schedule 7

Unit Prices

Service Description	CPI Variable Unit Price	Fee
Additional pickup:		
1-yard bin	\$11.32	\$16.64 per pickup
1.5-yard bin	\$13.56	\$19.94 per pickup
2-yard bin	\$15.80	\$23.23 per pickup
3-yard bin	\$22.13	\$32.54 per pickup
4-yard bin	\$25.80	\$37.94 per pickup
5-yard bin	\$30.96	\$45.53 per pickup
6-yard bin	\$37.15	\$54.63 per pickup
8-yard bin	\$50.30	\$73.02 per pickup
1-yard compactor bin	\$29.91	\$43.99 per pickup
2-yard compactor bin	\$41.75	\$61.40 per pickup
3-yard compactor bin	\$58.49	\$86.02 per pickup
4-yard compactor bin	\$68.20	\$100.29 per pickup
5-yard compactor bin	\$81.83	\$120.34 per pickup
6-yard compactor bin	\$98.20	\$144.41 per pickup
Bin Push Charge (1):	\$8.00	\$8.00 per month, per 25 feet of push per scheduled weekly collections (2)
Bin Exchange (3):	\$15.00	\$15.00 per exchange
"Insta-bin" delivery/pickup charge (south county) (4):	\$50.40	\$50.40 per pickup
"Insta-bin" delivery/pickup charge (north county) (4):	\$75.60	\$75.60 per pickup

(1) Bin push charges are allowed when container access requires the driver to carry a key and unlock a lock to empty the bin, remove a bin from an enclosure and replace it when emptied, pass through a gate or drive onto private property with permission in order to access a bin, or any circumstance where the driver must exit the vehicle to access the bin. All bins in excess of three cubic yards must be in a stationary position, (no wheels) accessible by a front loader collection vehicle. All pushes require a surfaced road, path or parking lot with a grade not exceeding 4 % . Push charges apply to rear loading bins only after the first 25 feet.

(2) Example. Assume the bin is located 50 feet from the closest collection vehicle access point and is scheduled for collection 3 times per week: 50 feet = two 25 foot intervals at \$8.00 per 25 foot interval = \$16.00; \$16.00 x 3 scheduled collections per week = a total of \$48.00 per month push charge.

(3) Bin exchange rate only applies if more than one exchange of a bin is requested per billing period.

(4) Bin delivery/pickup charge shall be applied based upon geographical area north and south of Highway 1 and Highway 17 intersection.

PERFORMANCE BOND
and
CORPORATE GUARANTEE(S)



C:\windows\mydocuments\30

WASTE MANAGEMENT

P.O. Box 2347
Watsonville, CA 95077
(831) 768-8071
(831) 768-9901 Fax

September 18, 2000

Patrick Mathews
Solid Waste and Recycling Manager
County of Santa **Cruz**
Public Works Dept.
701 Ocean Street, Room 410
Santa **Cruz**, CA 95060-4070

Dear Patrick:

Please **find** enclosed a Rider to be attached to and form part of our performance bond No. **PB97-0504-OB**.

Should you have any questions, please feel **free** to contact me at (831) 768-4726.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lisa Cooke', with a stylized, cursive script.

/Lisa Cooke
Controller
Waste Management of Santa **Cruz** County

LC:mc

Enclosure – as mentioned

NATIONAL GUARANTY INSURANCE COMPANY OF VERMONT

RIDER to be attached to and form a part of Bond No. **PB97-0504-OB** wherein Waste Management of Santa Cruz County, a Division of Waste Management Collection and Recycling, Inc. is named as Principal And National Guaranty Insurance Company of Vermont as Surety, in favor of Santa Cruz County, California in the amount of \$1 ,000,000.00 effective January 7, 1997.

IT IS HEREBY UNDERSTOOD AND AGREED THAT effective September 1, 2000 the said bond is hereby amended as follows:

THE PRINCIPAL ON THIS BOND IS HEREBY AMENDED TO:


USA WASTE OF CALIFORNIA, INC.

And that the Principal hereby binds itself, its successors and assigns as Principal and National Guaranty Insurance Company of Vermont hereby binds itself, its successors and assigns, as Surety, in accordance with the terms, provisions and conditions of said bond as so amended.

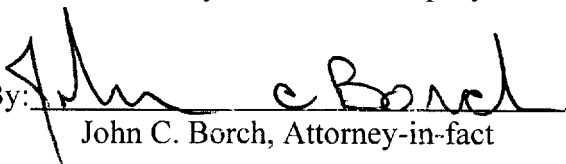
IN WITNESS WHEREOF, the said Principal and Surety have caused this Rider to be duly sealed and their respective seals to be hereunto affixed this 5th day of September, 2000.

USA Waste of California, Inc.

Principal

By: 
Sandra Parker, Attorney-in-fact

National Guaranty Insurance Company of Vermont

By: 
John C. Borch, Attorney-in-fact

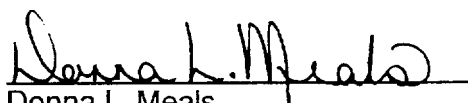
Power of Attorney

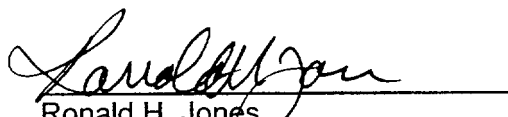
KNOW ALL MEN BY THESE PRESENTS that Waste Management, Inc. (the "Corporation") does hereby constitute and appoint Robert Bruce, Donald R. Gibson, Leslie K. Hudgens, Sandra Parker, Kimberly Strahm and Lisa A. Ward of Marsh USA Inc. as its true and lawful agent to execute and deliver, in the Corporation's name and on the Corporation's behalf, surety, performance, bid and payment bonds and to affix thereon the Corporation's seal.

IN WITNESS WHEREOF, the Corporation has caused this instrument to be signed by its Vice President and Treasurer and its corporate seals to be affixed hereto this 4th day of August, 2000.

Witness:

WASTE MANAGEMENT, INC


Donna L. Meals
Financial Assurance Manager


Ronald H. Jones
Vice President and Treasurer

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that the National Guaranty Insurance Company of Vermont, 7 Burlington Square, 6th Floor, Burlington, Vermont Corporation (the "Corporation"), has constituted and appointed and does hereby constitute and appoint John C. Borch, Julie S. Boucher, Susan D. Precourt, and Marcy Waterfall of Burlington, Vermont, Donna L. Meals, Donald R. Gibson, Sandra R. Parker of Houston, Texas and Theodore C. Sevier, Jr., of Chicago, Illinois, each its true and lawful Attorney-in-fact to execute under such designation in its name and to affix its corporate seal to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, including lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of contractors in connection with bids, proposals or contracts.
3. Insurance policies and Certificates of Insurance related to financial assurance for closure, post-closure and/or corrective action obligations.

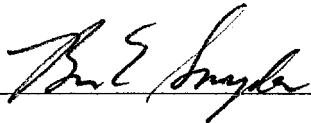
The foregoing powers granted by the corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the Corporation may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed.

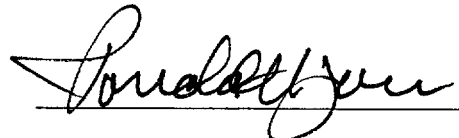
IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by its President and Vice President, and its corporate seal to be hereto affixed this
5th day of September, 2000.

Witness:

**NATIONAL GUARANTY INSURANCE
COMPANY OF VERMONT**



Bruce E. Snyder
Vice President



Ronald H. Jones
President

**WASTE MANAGEMENT**

November 7, 2000

P.O. Box 2347
 Watsonville, CA 95077
 (831) 768-8071
 (831) 768-9901 Fax

Patrick Mathews
 Solid Waste and Recycling Manager
 County of Santa Cruz
 Public Works Department
 701 Ocean Street, Room 410
 Santa Cruz, CA 95060-4070

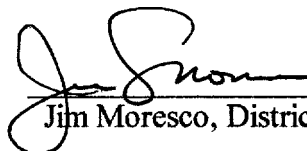
RE: CORPORATE GUARANTY/SANTA CRUZ SOLID WASTE AND RECYCLING
 FRANCHISE

Dear Mr. Mathews:

In connection with the proposed assignment of the **Refuse**, Recycling and Yard Waste Services Franchise from Waste Management of Santa Cruz County/Waste Management Collection and Recycling, Inc. to USA Waste Services of **California**, Inc., all of the rights and duties of Waste Management, Inc., as set forth in the **franchise** Corporate Guaranty (appendix K), shall be assumed by its parent entity Waste Management Holdings, Inc., a Delaware Corporation. For purposes of clarity, the current corporate guarantor, Waste Management, Inc. changed its name in 1997 to Waste Management of North America, Inc., and in 1999 merged into its parent entity Waste Management Holdings, Inc. Attached are copies of various governmental filings setting forth both the name change and merger of Waste Management, Inc. into Waste Management Holdings, Inc. Incidentally, Waste Management Holdings is the parent entity of both USA Waste Services of California and Waste Management of Santa **Cruz** County/Waste Management Collection and Recycling, Inc.

Should you have any questions regarding the above, please feel **free** to contact us.

Sincerely,


 Jim Moresco, District Manager


 Lisa Cooke, Controller

JM:mc

A Division of Waste Management of Santa Cruz County

Form **BCA-10.30**

(Rev. Jan. 1995)

ARTICLES OF AMENDMENTFile # 5241-171-8**SUBMIT IN DUPLICATE**This space for use by
Secretary of StateDate 5/9/97

Franchise Tax \$

Filing Fee \$ 25-

Penalty \$

Approved: Jell 25George H. Ryan
Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-1832**FILED**

MAY 9 1997

**GEORGE H. RYAN
SECRETARY OF STATE**"Remit payment in check or money
order, payable to "Secretary of State.""The filing fee for articles of
amendment - \$25.00"1. CORPORATE NAME: WASTE MANAGEMENT, INC.

(Note 1)

2. MANNER OF ADOPTION OF AMENDMENT:

The following amendment of the Articles of Incorporation was adopted on May 9, 1997in the manner indicated below. ("X" one box only)☐ By a majority of the incorporators, provided no directors were named in the articles of incorporation and no directors have been elected;

(Note 2)

☐ By a majority of the board of directors, in accordance with Section 10.10, the corporation having issued no shares as of the time of adoption of this amendment;

(Note 2)

☐ By a majority of the board of directors, in accordance with Section 10.15, shares having been issued but shareholder action not being required for the adoption of the amendment;

(Note 3)

☐ By the shareholders, in accordance with Section 10.20, a resolution of the board of directors having been duly adopted and submitted to the shareholders. At a meeting of shareholders, not less than the minimum number of votes required by statute and by the articles of incorporation were voted in favor of the amendment;

(Note 4)

☐ By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with Section 7.10;

(Notes 4 & 5)

☒ By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by all the shareholders entitled to vote on this amendment.

(Note 5)

3. TEXT OF AMENDMENT:

a. When amendment effects a name change, insert the new corporate name below. Use Page 2 for all other amendments.

Article I: The name of the corporation is:

WASTE MANAGEMENT OF NORTH AMERICA, INC.

(NEW NAME)

EXPEDITED

MAY 9 1997

All changes other than name, include on page 2
(over)**SECRETARY OF STATE
BOX 170**

(ILL. - 583 - 9/14/95)

Text of Amendment

0247

- b. *(If amendment affects the corporate purpose, the amended purpose is required to be set forth in its entirety. If there is not sufficient space to do so, add one or more sheets of this size.)*

111
10X

The manner, if not set forth in Article 3b. in which any exchange, reclassification or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of Issued shares of that class, provided for or effected by this amendment, is as follows: (If not applicable, insert "No change")

0248

No change

5.

(a) The manner, if not set forth in Article 3b, in which said amendment effects a change in the amount of paid-in capital (Paid-in capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) is as follows: (If not applicable, insert "No change")

No change

(b) The amount of paid-in capital (Paid-in Capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) as changed by this amendment is as follows: (If not applicable, insert "No change")

No change

Before Amendment After Amendment

Paid-in Capital \$ _____ \$ _____

(Complete either Item 6 or 7 below. All signatures must be in **BLACK INK.**)

6. The undersigned corporation has caused this statement to be signed by its duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true.

Dated May 9, 1997

WASTE MANAGEMENT, INC.

(Exact Name of Corporation at date of execution)

attested by Dale B. Tauke
(Signature of Secretary or Assistant Secretary)

by T. Michael O'Brien
(Signature of President or Vice President)

Dale B. Tauke, Assistant Secretary
(Type or Print Name and Title)

T. Michael O'Brien, Vice President
(Type or Print Name and Title)

7. If amendment is authorized pursuant to Section 10.10 by the incorporators, the incorporators must sign below, and type or print name and title.

OR

If amendment is authorized by the directors pursuant to Section 10.10 and there are no officers, then a majority of the **directors** or such directors as may be designated by the board, must sign below, and type or print name and title.

The undersigned affirms, under the penalties of perjury, that the facts stated herein are true,

Dated _____, 19 ____

NOTES and INSTRUCTIONS

- NOTE 1: State the true exact corporate name as it appears on the records of the office of the Secretary of State, BEFORE any amendments herein reported. 0249
- NOTE 2: Incorporators are permitted to adopt amendments ONLY before any shares have been issued and before any directors have been named or elected. (§ 10.101)
- NOTE 3: Directors may adopt amendments without shareholder approval in only seven instances, as follows:
- (a) to remove the names and addresses of directors named in the articles of incorporation;
 - (b) to remove the name and address of the initial registered agent and registered office, provided a statement pursuant to § 5.10 is also filed;
 - (c) to increase, decrease, create or eliminate the par value of the shares of any class, so long as no class or series of shares is adversely affected;
 - (d) to split the issued whole shares and unissued authorized shares by multiplying them by a whole number, so long as no class or series is adversely affected thereby;
 - (e) to change the corporate name by substituting the word "corporation", "incorporated", "company", "limited", or the abbreviation "corp.", "inc.", "co.", or "ltd." for a similar word or abbreviation in the name, or by adding a geographical attribution to the name;
 - (f) to reduce the authorized shares of any class pursuant to a cancellation statement filed in accordance with § 9.05,
 - (g) to restate the articles of incorporation as currently amended. (§ 10.15)
- NOTE 4: All amendments not adopted under § 10.10 or § 10.15 require (1) that the board of directors adopt a resolution setting forth the proposed amendment and (2) that the shareholders approve the amendment.
- Shareholder approval may be (1) by vote at a shareholders' meeting (*either annual or special*) or (2) by consent, in writing, without a meeting.
- To be adopted, the amendment must receive the affirmative vote or consent of the holders of at least **2/3** of the outstanding shares entitled to vote on the amendment (*but if class voting applies, then a so at least a 2/3 vote within each class is required*).
- The articles of incorporation may supersede the **2/3** vote requirement by **specifying** any smaller or larger vote requirement not less than a majority of the outstanding shares entitled to vote and not less than a majority within each class when class voting applies. (§ 10.20)
- NOTE 5: When shareholder approval is by consent, all shareholders must be given notice of the proposed amendment at least 5 days before the consent is signed. If the amendment is adopted, shareholders who have not signed the consent must be promptly notified of the passage of the amendment. (§§ 7.10 & 10.20)

c-173.9

BOX 170

97333075

02/18/00

12:46

DIV OF CORPS - TECH SUPPORT - CT WILM

NO. 373

009

0250

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 12:00 PM 12/15/1999
991539670 - 0687719

CERTIFICATE OF OWNERSHIP AND MERGER
OF
WASTE MANAGEMENT OF NORTH AMERICA, INC.,
(an Illinois corporation)
into
WASTE MANAGEMENT HOLDINGS, INC.,
(a Delaware corporation)

It is hereby certified that:

1. Waste Management Holdings, Inc. [hereinafter sometimes referred to as the "Corporation"] is a business corporation of the State of Delaware.
2. The Corporation is the owner of all of the outstanding shares of stock of Waste Management of North America, Inc., which is a business corporation of the State of Illinois.
3. The laws of the jurisdiction of organization of Waste Management of North America, Inc. permit the merger of a business corporation of that jurisdiction with a business corporation of another jurisdiction.
4. The Corporation hereby merges Waste Management of North America, Inc. into the Corporation.
5. The following is a copy of the resolutions adopted on Dec 12, 1999 by the Board of Directors of the Corporation to merge the said Waste Management of North America, Inc. into the Corporation:

RESOLVED that Waste Management of North America, Inc. be merged into this Corporation, and that all of the estate, property, rights, privileges, powers, and franchises of Waste Management of North America, Inc. be vested in and held and enjoyed by this Corporation as fully and entirely and without change or diminution as the same were before held and enjoyed by Waste Management of North America, Inc. in its name.

RESOLVED that this Corporation assume all of the obligations of Waste Management of North America, Inc.

RESOLVED that this Corporation shall cause to be executed and filed and/or recorded the documents prescribed by the laws of the State of Delaware, by the laws of the State of Illinois, and by the laws of any other appropriate jurisdiction and will cause to be performed all necessary acts within the jurisdiction of organization of Waste Management of North America, Inc. and of this Corporation and in any other appropriate jurisdiction.

OCT-26-2000 THU 10:57 AM WASTE MGMT WSTRN LEGAL

FAX NO. 2062648212

P. 03

02/18/00

12:46

DIV OF CORPS - TECH SUPPORT - CT WILM

NO.373 010

0251

Executed on Dec 10, 1999

WASTE MANAGEMENT HOLDINGS, INC.

By: Robert G. Simpson
Robert G. Simpson, Vice President

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

1/01/00

PRODUCER

EMAR GROUP, INC
354 EISENHOWER PARKWAY
LIVINGSTON, NJ 07039

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A

PACIFIC EMPLOYERS INS. CO.

0252

COMPANY

B

TRANSCONTINENTAL INS. CO.

COMPANY

C

COMPANY

D

INSURED

WASTE MGMT. OF SANTA CRUZ CITY
1340 WEST BEACH STREET
P.O. BOX 2347
WATSONVILLE, CA 95076

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME3 ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				
A X	COMMERCIAL GENERAL LIABILITY MWL	G19298453	1/01/00	1/01/01	GENERAL AGGREGATE \$ 2000000
	CLAIMS MADE X OCCUR				PRODUCTS-COMP/OP AGG \$ 2000000
	OWNER'S & CONT PAOT				PERSONAL & ADV INJURY \$ 1000000
					EACH OCCURRENCE \$ 1000000
					FIRE DAMAGE (Any one fire) \$ 1000000
					MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY				
A x	ANY AUTO	ISA H07404864	1/01/00	1/01/01	COMBINED SINGLE LIMIT \$ 1000000
	ALL OWNED AUTOS				BODILY INJURY (Per person) 3
	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS				PROPERTY DAMAGE \$
	UNOWNED AUTOS				
	GARAGE LIABILITY				
	ANY AUTO				AUTO ONLY EA ACCIDENT \$
					OTHER THAN AUTO ONLY
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				
B X	UMBRELLA FORM	CFU 167045342	1/01/00	1/01/01	EACH OCCURRENCE \$ 25000000
	OTHER THAN UMBRELLA FORM				AGGREGATE 4 25000000
					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WLR 042649016	1/01/00	1/01/01	X STATUTORY LIMITS
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:	X INCL SCF 04264917A (WI)			EACH ACCIDENT \$ 1000000
	OTHER	EXCL			DISEASE POLICY LIMIT \$ 1000000
					DISEASE-EACH EMPLOYEE \$ 1000000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

THE CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED UNDER THE CONTRACTUAL PROVISION OF THE ABOVE GENERAL LIABILITY POLICY.

A L L OPERATIONS AND THE EQUIPMENT OF THE INSURED

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OR ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

100000404

ACORD 25 (3193)

© ACORD CORPORATION 1993

EMIL W. SOLIMINE, PRESIDENT

REFUSE, RECYCLING AND YARDWASTE COLLECTION -CUSTOMER SERVICE RATE SCHEDULE-

0253

Approved: 6/17/97
Amended: 11/18/97
4/14/98
12/12/00

MONTHLY CART SERVICE RATES

REFUSE CART SIZE [SERVICE LEVEL]	FRANCHISE SERVICE RATES
20 GALLON CAN (2)	\$9.55
20 GALLON CART	\$10.40
32 GALLON CART	\$11.60
64 GALLON CART	\$21.65
96 GALLON CART	\$31.70
128 GALLONS (1)	\$42.75
160 GALLONS (1)	\$53.80
192 GALLONS (1)	\$64.85
	\$11.05
OVER 192 GALLONS (1)	PER 32 GALLONS
RECYCLE ONLY	\$5.60
YARDWASTE ONLY	\$4.40

- (1) All services levels above 96 gallon carts are provide through a combination of 32 to 96 gallon carts.
(2) 20 Gallon Can Service consists of a 20 gallon refuse can (no wheels) and 3 stacking recycle crates only, with no yardwaste. (Program eligibility and marketing subject to County approval.) All other service levels include 64 gallon recycle cart and/or 64 or 96 gallon yardwaste cart.

MONTHLY CART SPECIAL SERVICE RATES

SERVICE DESCRIPTION	SPECIAL FRANCHISE SERVICE RATES
Difficult Service (1):	\$11.10
Enclosure/Lock (2):	\$3.35
Long Walk (3):	\$7.80
Additional 64 Gallon Yardwaste Cart (4):	\$1.40
Additional 96 Gallon Yardwaste Cart (4):	\$1.50
Additional 64 Gallon Recycle Cart (4):	\$1.95
Clean-up (up to 5 containers) (5):	\$16.95
Clean-up (each container over 5) (5):	\$2.95
Bulky Goods (6):	\$20.00
Extra Pick-up (7):	\$2.95
Saturday Collection Surcharge (8):	\$7.20
Non-Scheduled Collection of Missed Pick-up (9):	\$13.90
Cart Exchange (10):	\$5.55

- (1) Maximum charge allowed for any combination of service conditions relating to enclosures, locks, long walks, etc.
(2) Enclosure charges are allowed when collection requires removing a Cart from an enclosure and replacing it when emptied. Lock charges are allowed when Cart access requires the driver to carry a key and unlock a lock to empty the Cart. Lock charges do not apply if a customer's lock is left in the unlocked position.
(3) Long walk charges are allowed when a Cart is placed further than 10 feet from the defined edge of the road used by the collection vehicle.
(4) This fee is for the monthly cost of the cart only, not for collection. Cart customer receive unlimited collection of yardwaste and recycling at no additional cost.
(5) Rate applies to Customers requesting non-scheduled pick-ups and non-customers requesting clean-up services. Note: Franchise Cart Customers are entitled to limited annual cleanup services at no additional fee.
(6) Rate applies to Cart Customers and other residents in Franchise Zone that are not Cart Customers, but request bulky goods pickup service.
(7) Rate applies to each set out of an additonal bag or 32 gallon can equivalent on the scheduled collection day.
(8) Surcharge shall be added to Cart Customers requesting scheduled service on Saturdays.
(9) Rate applies to collection of a missed pick-up scheduled on a day other than the customers regular collection day.
(10) Cart exchange rate only applies if more than one exchnage of each cart type is requested per billing period.

MONTHLY BIN SERVICE RATES

ATTACHMENT 3

0254

REFUSE BIN (1) [SIZE & FREQUENCY]	FRANCHISE SERVICE RATES (2)	DISPOSAL CAPACITY (CY PER WEEK)
1CY-1 x/WEEK:	\$79.60	1.0
1.5CY-1 x/WEEK:	\$103.90	1.5
1CY-2 x/WEEK:	\$137.05	2.0
ZCY-1 x/WEEK:	\$130.40	2.0
1CY-3 x/WEEK:	\$235.15	3.0
1.5CY-2 x/WEEK:	\$190.05	3.0
3CY-1 x/WEEK:	\$175.95	3.0
1CY-4 x/WEEK:	\$304.20	4.0
2CY-2 x/WEEK:	\$245.25	4.0
4CY-1 x/WEEK:	\$211.65	4.0
1.5CY-3 x/WEEK:	\$293.45	4.5
1CY-5 x/WEEK:	\$387.25	5.0
5CY-1 x/WEEK:	\$256.60	5.0
1CY-6 x/WEEK:	\$463.30	6.0
1.5CY-4 x/WEEK:	\$380.05	6.0
2CY-3 x/WEEK:	\$351.75	6.0
3CY-2 x/WEEK:	\$324.50	6.0
6CY-1 x/WEEK:	\$307.90	6.0
1.5CY-5 x/WEEK:	\$483.50	7.5
2CY-4 x/WEEK:	\$455.95	8.0
4CY-2 x/WEEK:	\$391.40	8.0
8CY-1 x/WEEK:	\$387.00	8.0
1.5CY-6 x/WEEK:	\$578.50	9.0
3CY-3 x/WEEK:	\$500.45	9.0
2CY-5 x/WEEK:	\$579.70	10.0
5CY-2 x/WEEK:	\$474.85	10.0
2CY-6 x/WEEK:	\$693.70	12.0
3CY-4 x/WEEK:	\$649.00	12.0
4CY-3 x/WEEK:	\$603.05	12.0
6CY-2 x/WEEK:	\$569.85	12.0
3CY-5 x/WEEK:	\$825.00	15.0
5CY-3 x/WEEK:	\$731.00	15.0
4CY-4 x/WEEK:	\$782.80	16.0
8CY-2 x/WEEK:	\$730.50	16.0
3CY-6 x/WEEK:	\$987.25	18.0
6CY-3 x/WEEK:	\$877.75	18.0
4CY-5 x/WEEK:	\$994.45	20.0
5CY-4 x/WEEK:	\$949.75	20.0
4CY-6 x/WEEK:	\$1,190.15	24.0
6CY-4 x/WEEK:	\$1,139.70	24.0
8CY-3 x/WEEK:	\$1,082.45	24.0
5CY-5 x/WEEK:	\$1,206.35	25.0
5CY-6 x/WEEK:	\$1,443.80	30.0
6CY-5 x/WEEK:	\$1,447.65	30.0
8CY-4 x/WEEK:	\$1,687.35	32.0
6CY-6 x/WEEK:	\$1,732.55	36.0
8CY-5 x/WEEK:	\$2,617.80	40.0

1) CY = Cubic Yard and refers to Bin capacity; 1x, 2x,... refers to the number of scheduled Bin pick-ups per week.
(Example: 4CY-2x /week = 4 cubic yard bin picked up 2 times per week)

(2) Included with each service category listed above is the provision of weekly collection of one or two 64 gallon Carts for Recyclables, provided at no charge by the Franchisee.

MONTHLY COMPACTOR SERVICE RATES

ATTACHMENT 3

0255

REFUSE COMPACTOR (1) [SIZE & FREQUENCY]	FRANCHISE SERVICE RATES (2,3)	DISPOSAL CAPACITY (CY PER WEEK)(4)
1CY-1 x /WEEK:	\$211.20	1.0
1CY-2 x /WEEK:	\$422.40	2.0
2CY-1 x /WEEK:	\$300.15	2.0
1CY-3 x /WEEK:	\$633.55	3.0
3CY-1 x /WEEK:	\$389.15	3.0
1CY-4 x /WEEK:	\$844.75	4.0
2CY-2 x /WEEK:	\$622.55	4.0
4CY-1 x /WEEK:	\$478.10	4.0
1CY-5 x /WEEK:	\$1,055.95	5.0
5CY-1 x /WEEK:	\$567.05	5.0
1CY-6x /WEEK:	\$1,267.15	6.0
2CY-3 x /WEEK:	\$933.80	6.0
3CY-2 x /WEEK:	\$822.70	6.0
6CY-1 x /WEEK:	\$656.05	6.0
2CY-4 x /WEEK:	\$1,245.10	8.0
4CY-2 x /WEEK:	\$1,022.85	8.0
3CY-3 x /WEEK:	\$1,234.05	9.0
2CY-5 x /WEEK:	\$1,556.35	10.0
5CY-2 x /WEEK:	\$1,223.00	10.0
2CY-6 x /WEEK:	\$1,867.60	12.0
3CY-4 x /WEEK:	\$1,645.40	12.0
4CY3 x /WEEK:	\$1,534.30	12.0
6CY-2 x /WEEK:	\$1,423.20	12.0
3CY-5 x /WEEK:	\$2,056.75	15.0
5CY-3 x /WEEK:	\$1,834.55	15.0
4CY-4 x /WEEK:	\$2,045.70	16.0
3CY-6 x /WEEK:	\$2,468.10	18.0
6CY-3 x /WEEK:	\$2,134.75	18.0
4CY-5 x /WEEK:	\$2,557.15	20.0
5CY-4 x /WEEK:	\$2,446.05	20.0
4CY-6 x /WEEK:	\$3,068.60	24.0
6CY-4 x /WEEK:	\$2,846.35	24.0
5CY-5 x /WEEK:	\$3,057.55	25.0
5CY-6 x /WEEK:	\$3,669.05	30.0
6CY-5 x /WEEK:	\$3,557.95	30.0
6CY-6 x /WEEK:	\$4,269.55	36.0

- (1) CY = Cubic Yard and refers to Compactor capacity; 1x, 2x,... refers to the number of scheduled Compactor pick-ups per week. (Example: 4CY-2x /week = 4 cubic yard bin picked up 2 times per week)
- (2) Included with each service category listed above is the provision of weekly collection of one or two 64 gallon Carts for Recyclables, provided at no charge by the Franchisee.
- (3) Customer owned and maintained Compactors. Fees cover cost of collection and transportation only. Franchisee supplied compactors will be negotiated with the customer on a case-by-case basis.
- (4) Capacity refers to compacted capacity. Typical compaction units provide for compaction ratios in the range of 3 to 1 depending upon the specific compactor. Example : If a business generates 18 cubic yards of loose refuse weekly and utilizes a compactor with a compaction ratio of 3 to 1, that business would require 6 cubic yards of compactor capacity weekly (18 CY loose refuse/3 = 6 CY).

MONTHLY BIN/COMPACTOR SPECIAL SERVICE RATES

ATTACHMENT 3

0256

SERVICE DESCRIPTION	SPECIAL SERVICE RATES
Extra pick-up	
1 cubic yard bin:	\$21.50
1.5 cubic vard bin:	\$26.65
2 cubic vard bin:	\$31.80
3 cubic yard bin:	\$45.15
4 cubic vard bin:	\$54.15
5 cubic yard bin:	\$65.60
6 cubic vard bin:	\$78.70
8 cubic yard bin:	\$105.15
1 cubic vard comuactor:	\$57.90
2 cubic yard compactor:	\$86.20
3 cubic vard comuactor:	\$122.60
4 cubic yard compactor:	\$147.45
5 cubic vard comuactor:	\$178.70
6 cubic yard compactor:	\$214.45
Bin delivery/pick-up (south) (4):	\$56.00
Bin delivery/pick-up (north) (4):	\$84.00
Bin exchange (3):	\$16.65
Bin push charge (1):	\$8.90
	per month, per 25 feet of push per scheduled weekly collection (2)

- (1) Bin push charges are allowed when container access requires the driver to carry, key and unlock a lock to empty the Bin/Compactor, remove a Bin/Compactor from an enclosure and replace it when emptied, pass through a gate or drive onto private property with permission in order to access a Bin/Compactor, or any circumstance where the driver must exit the vehicle to access the Bin/Compactor. All Bins in excess of three cubic yards must be in a stationary position, (no wheels) accessible by a front end loader collection vehicle. All pushes require a surfaced road, path or parking lot with a grade not exceeding 4%. Push charges apply to rear loading bins only after the first 25 feet.
- (2) Example. Assume the Bin is located 50 feet from the closest collection vehicle access point and is scheduled for collection 3 times per week: 50 feet = two 25 foot intervals at \$8.90 per 25 foot interval = \$17.80; \$17.80 x 3 scheduled collections per week = a total of \$53.40 per month push charge.
- (3) Bin exchange only applies if more than one exchange of a bin is requested per billing period.
- (4) Bin delivery/pickup charge shall be applied based upon geographical area north and south of Highway 1 and Highway 17 intersection.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM:

PUBLIC WORKS

0257

(Signature)

11-22-00

(Dept.)

(Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the COUNTY OF SANTA CRUZ (Agency)
WASTE MANAGEMENT OF SANTA CRUZ COUNTY
and P. O. Box 2347, Watsonville, CA 95077-- (Name & Address)
2. The agreement will provide for continuation of County funded rate stabilization program
per Board of Supervisors approved rate structure - 6/17/97 and payment of self-
haul woodwaste processing, both under authority of 2/25/97, refuse services
franchise agreement.
3. The agreement is needed because the work can be handled most expeditiously by contract.
4. Period of the agreement is from Board Approval to June 30, 2001
5. Anticipated cost is \$ NO CHANGE, LANGUAGE CORRECTIONS ONLY (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Contract \$405,000.00; Overhead \$28,350.00; Total \$433,350.00
7. Appropriations are budgeted in 625110 \$330,000 ! 51356 ! 3665 ! 3590 (Index#) (3590) Subject

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered.
are not will be

Contract No. 01576

Date 11-30-00

GARY A. KNUTSON, Auditor - Controller

By Posthang Deputy.

SECTION I CONTINUING AGREEMENT

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the
~~Creator of Public~~ Public Works to execute the same on behalf of the Department of
Public Works (Agency).

Remarks:

DM

(Analyst)

By WPA

County Administrative Officer

Date 12/4/00

Agreement approved as to form. Date _____

RPM:bbs

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Blue
Co Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*T.O. Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss

I, _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____

County Administrative Officer

By _____ Deputy Clerk