

**SIXTH AMENDMENT TO FRANCHISE AGREEMENT
BETWEEN THE CITY OF FORT BRAGG AND
USA WASTE OF CALIFORNIA INC. DBA EMPIRE WASTE MANAGEMENT**

This Sixth Amendment To Franchise Agreement Between the City of Fort Bragg and USA Waste of California, Inc. dba Empire Waste Management (hereinafter, the "Sixth Amendment") is by and between USA Waste of California, Inc., dba Empire Waste Management, hereinafter called "GRANTEE", and the City of Fort Bragg, hereinafter called "CITY," is made this __ day of _____, 2019 at Fort Bragg, California.

WHEREAS, CITY and GRANTEE entered into a Franchise Agreement (the "Agreement") for the collection, transportation, and disposal of solid waste in the CITY on January 8, 2007; and

WHEREAS, CITY and GRANTEE amended the Agreement by approving a first amendment in 2009, a second amendment in 2011, a third amendment in 2011, a fourth amendment in 2013, and a fifth amendment in 2018; and

WHEREAS, the parties wish to further modify the Agreement to add certain service levels and customer rates;

NOW THEREFORE, it is agreed as follows:

1. New Section 5(e): The following will be a new Section 5(e) in the Agreement:

Overage. GRANTEE is not obligated to collect Overage, unless caused by GRANTEE spillage of non-overloaded Containers during Collection. "Overage" is defined as (i) Solid Waste, Recyclable Materials or Green Waste exceeding its Container's intended capacity, or (ii) Solid Waste, Recyclable Materials or Green Waste placed on top of or in the immediate vicinity of the Container. GRANTEE shall have the option to collect Overage. If it does, GRANTEE will give the Customer a warning notification that Overage is not permitted and that subsequent incidents may result in an Overage Charge. Thereafter, GRANTEE may bill the Customer an Overage Charge for each instance of Overage. The Overage Charges are set forth in Exhibit A, and are subject to adjustment pursuant to Section 15.

Contamination. GRANTEE is not obligated to collect Recyclable Materials or Green Waste Containers with contaminants (i.e., non-Recyclable Materials in Recyclable Materials Containers or non-Green Waste in Green Waste Containers). GRANTEE shall have the option to collect Containers with contaminants. If it does, GRANTEE will give the Customer a warning notification that contamination is not permitted and that subsequent incidents of may result in a Contamination Charge. Thereafter, CONTRACTOR may bill the Customer a Contamination Charge for each instance of

contamination. The Contamination Charges are set forth in Exhibit A, and are subject to adjustment pursuant to Section 15.

2. The following ancillary service rates are hereby added to Exhibit A of the Agreement:

Residential	
Residential Overage ²	\$10.00
Residential Contamination ³	\$10.00
Commercial	
Commercial Overage ⁴	\$100.00
Commercial Contamination ⁵	\$100.00
Rolloff	
Inactivity Charge ⁶ - Per day charge after the 7 th calendar day	\$10.00
Recycle Per Ton Rate – Rolloff ⁷	\$75.91
[2,4] Overage charges will apply each time a customer's container is overloaded, not including the first instance, where the customer will receive a warning notification. Customer will be charged per container/per collection.	
[3,5] Contamination charges will apply each time a customer's container contains contaminants, not including the first instance, where the customer will receive a warning notification. Customer will be charged per container/per collection.	
[6] The Inactivity Charge will be applied when a Customer has a Debris Box, temporary Bin, or Compactor longer than the 7-day rental period without scheduling a pickup. On the 8th day and going forward, the customer would be charged the per day inactivity rate.	
[7] Rate per ton at applicable transfer facility plus franchise fee	

3. All other terms and conditions of the Agreement shall remain in full force and effect.

CITY OF FORT BRAGG

USA WASTE OF CALIFORNIA, INC.

By: _____
 Title: _____

By: 
 Title: Barry Skolnick, President

ATTEST:

By: _____
 Title: _____

APPROVED AS TO FORM:

By: _____
Title: _____