

Budget and Administration Committee

Monday, May 12, 2025

5:30pm



Cameron Park Community Center – Social Room
2502 Country Club Drive
Cameron Park, CA 95682

Amended Agenda

Members: Chair Katie Gilchrest (KG), Vice Chair Director Dawn Wolfson (DW)
Alternate Director Tim Israel (TI)

Staff: Maurice Johnson, General Manager; Christina Greek, Finance/Human Resources Officer

CALL TO ORDER

ROLL CALL

Public testimony will be received on each agenda item as it is called. Principal party on each side of an issue is allocated 10 minutes to speak, individual comments are limited to 3 minutes except with the consent of the Committee; individuals shall be allowed to speak on an item only once. Members of the audience are asked to volunteer their name before addressing the Committee. The Committee reserves the right to waive said rules by a majority vote.

ADOPTION OF AGENDA

APPROVAL OF MINUTES

OPEN FORUM

Members of the public may speak on any item not on the agenda that falls within the responsibilities of the Committee.

DEPARTMENT MATTERS

1. El Dorado Disposal 4th Amendment & Rate Adjustment & Performance Standards (M. Johnson)
2. SB1383 Ordinance No. 2025.06.18 (M. Johnson)

3. **End of Year Budget Adjustments/Projection** (C. Greek)
4. **Draft GASB 87 Policy** (C. Greek)
5. **Draft GASB 96 Policy** (C. Greek)
6. **Draft Escheatment Policy** (C. Greek)
7. **Limited Term Telecommuting Policy** (M. Johnson)
8. **Policy 3290 – Capital Assets and Inventory** (M. Johnson)
9. **Policy 3085 – Disposal of Surplus Personal Property** (M. Johnson)
10. **Underfunded LLADS** (verbal – M. Hornstra)
11. **Staff Updates**
 - a. April Check Register (C. Greek)
 - b. FY 23/24 Audit (verbal- C. Greek)
12. **Items for Future Committee Meetings**
 - a. Cost Recovery Policy (bounced check, etc.)
 - c. RFP for Auditor
13. **Items to Take to the Board of Directors**

MATTERS TO AND FROM COMMITTEE MEMBERS & STAFF

CLOSED SESSION

- a. Pursuant to Government Code Section (§54957.b.1) – Public Employment: General Legal Council
- b. Pursuant to Government Code § 54957(b)(1) – Title: General Manager – Application Review

REPORT OUT OF CLOSED SESSION

ADJOURNMENT

Cameron Park
Community Services District



Staff Report

DATE: May 12, 2025

FROM: MAURICE JOHNSON, INTERIM GENERAL MANAGER

AGENDA ITEM #1: REVIEW AND RECOMMENDATION – FOURTH AMENDMENT TO SOLID WASTE SERVICES AGREEMENT WITH EL DORADO DISPOSAL SERVICES (WASTE CONNECTIONS OF CALIFORNIA, INC.)

RECOMMENDED ACTION: STAFF RECOMMENDS THAT THE BUDGET AND ADMINISTRATION COMMITTEE REVIEW THE PROPOSED FOURTH AMENDMENT TO THE SOLID WASTE SERVICES AGREEMENT AND FORWARD A RECOMMENDATION TO THE FULL BOARD OF DIRECTORS TO APPROVE THE AMENDMENT

BACKGROUND

The Cameron Park Community Services District entered into a Solid Waste Services Agreement with Waste Connections of California, Inc., doing business as El Dorado Disposal Services, in 2008. The agreement has been amended three times (2011, 2012, and 2020) to reflect changes in service levels, legal mandates, and operational practices. The proposed Fourth Amendment (2025) is necessary to bring the District into compliance with California Senate Bill 1383 (Short-Lived Climate Pollutants Regulation) and other recent legislation affecting local solid waste and recycling programs.

ANALYSIS

The Fourth Amendment introduces several substantive changes to the existing franchise agreement. Key provisions include:

1. SB 1383 Compliance Implementation

- Establishes mandatory Organic Waste Collection and Processing services for residential, commercial, and multi-family customers.

- Contractor will now be responsible for:
 - Annual account audits and contamination monitoring
 - Outreach and education per SB 1383
 - Providing organics collection containers in standardized sizes
 - Delivering organic materials to a compliant processing facility
 - Supporting the District in reporting to CalRecycle

2. Updated and New Definitions (Section 1)

- Adds definitions for terms such as “Organic Waste,” “Food Waste,” and “Communal Single-Family Units.”
- Revises legacy terms including “Green Waste” and references to AB 939 and AB 1826.

3. Exhibit B Replacement

- Exhibit B (rates and services) is replaced in its entirety to reflect updated service levels and the addition of organic waste collection.

4. Revised Reporting Requirements (Section 16.B)

- Increases record retention from three to five years.
- Specifies the type of compliance records required (AB 1826, SB 1383).
- Includes provision for a Confidentiality Agreement to protect proprietary financial data during future rate reviews.

FISCAL IMPACT

While no direct costs are incurred by the District through this amendment, the implementation of SB 1383 programs may affect customer rates over time due to expanded services and compliance costs. These costs are typically passed through to ratepayers via adjustments governed by Exhibit B and reviewed by the District.

CONCLUSION

If recommended by the Budget and Administration Committee, the Fourth Amendment will be presented to the full Board of Directors for formal approval. Upon execution, El Dorado Disposal Services will begin implementing the new service components immediately, with District oversight.

Attachments:

1A – Draft Amendment

1B – Proposed Rate Adjustment

1C – 2024 Monthly Performance Standards

1D – 2008 Agreement with 2010, 2012, and 2020 Amendments



Maurice Johnson

Interim General Manager

**FOURTH AMENDMENT
TO
SOLID WASTE SERVICES AGREEMENT
BETWEEN
CAMERON PARK COMMUNITY SERVICES DISTRICT
AND
WASTE CONNECTIONS OF CALIFORNIA, INC., doing business as EL DORADO
DISPOSAL SERVICES**

THIS FOURTH AMENDMENT TO SOLID WASTE SERVICES AGREEMENT (this “Amendment”) between the CAMERON PARK COMMUNITY SERVICE DISTRICT (the “District”) and WASTE CONNECTIONS OF CALIFORNIA, INC., a California corporation, doing business as EL DORADO DISPOSAL SERVICES (“Contractor”), is entered as of _____, 2025, in connection with the collection, transportation and disposal of Solid Waste. Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement (as defined below).

RECITALS

WHEREAS, the District and Contractor entered into that certain Solid Waste Services Agreement in 2008 (the “Original Agreement”) to provide for mandatory solid waste collection in the District;

WHEREAS, the District and Contractor entered into that certain First Amendment to Solid Waste Services Agreement on October 20, 2011 (the “First Amendment” and, together with the Original Agreement, the “Agreement”) to provide for mandatory solid waste collection in the District;

WHEREAS, the District and Contractor entered into that certain Second Amendment to Solid Waste Services Agreement on July 1, 2012 (the “Second Amendment” and, together with the First Amendment and the Original Agreement, the “Agreement”) to provide for the provision of additional alternative service options;

WHEREAS, the District and Contractor entered into that certain Third Amendment to Solid Waste Services Agreement on September 1, 2020 (the “Third Amendment” and, together with the First Amendment, Second Amendment, and Original Agreement, the “Agreement”) to provide for the provision of alternative service options;

WHEREAS, the State of California has found and declared that the amount of refuse generated in California, coupled with diminishing disposal capacity and potential adverse environmental impacts from landfill disposal and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of AB 939 and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all

local agencies, to promote diversion and to maximize the use of feasible waste reduction, re-use, recycling, and composting options in order to reduce the amount of refuse that must be disposed;

WHEREAS, SB 1383 establishes regulatory requirements for jurisdictions, generators, haulers, solid waste facilities, and other entities to support achievement of State-wide Organic Waste Disposal reduction targets; and

WHEREAS, SB 1383 requires the District to implement Collection programs for Organic Waste and Recyclable Materials, meet Processing Facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements; and, the District has chosen to delegate some of its responsibilities to the Contractor, acting as the District's designee, through this Agreement.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE TO AMEND THE AGREEMENT, AS FOLLOWS:

1. Amendment to Section 1. The following defined terms shall be deleted in their entirety and amended by either superseding the definition found in the Agreement or by addition of a new definition:

“AB 939” or “Act” shall mean the California Integrated Waste Management Act of 1989, Division 30 (commencing with Section 40000) of the California Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle.

“AB 1826” shall mean Chapter 12.9 (commencing with Section 42649.8) of Part 3 of Division 30 of the California Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle.

“Green Waste” shall mean yard waste and landscape debris including but not limited to leaves, grass clippings, weeds, brush, tree trimmings (i.e., branches, limbs, etc.) and other forms of plant materials generated from landscapes or gardens within the District. “Green Waste” includes Christmas trees but does not include stumps or branches exceeding three inches (3”) in diameter or three feet (3’) in length, or palm fronds or yucca leaves, which are not suitable for composting.

“SB 1383” shall mean Chapter 13.1 (commencing with Section 42652) of Part 3 of Division 30 of the California Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle, together with Sections 39730.5 through 39730.8 of the California Health and Safety Code, as they may be amended.

“CalRecycle” shall mean The California Department of Resources Recycling and Recovery or its successor agency.

2. Amendment to Section 1. The following defined terms shall be added to this Section:

“Communal Single-Family Units” shall mean two (2) or more separate dwellings which are situated on or among communal real property (e.g., a mobile home park, duplexes, condominium complex, townhouses, etc.) which receive either communal Solid Waste and/or Recycling services or individual Solid Waste and/or Recycling Services.

“Food Waste” shall mean all solid, semisolid, and liquid food, such as, fruit, vegetables, cheese, meat, bones, poultry, seafood, bread, rice, pasta, and oils; coffee grounds and filters and tea bags; cut flowers and herbs; and any putrescible matter produced from human or animal food production, preparation, and consumption activities. Food waste includes food-soiled paper.

“Organic Waste” shall mean Food Waste, Green Waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with Food Waste.

“Organic Waste Container” shall mean a 95-gallon or 64-gallon receptacle with cover and wheels suitable for automated collection, to be provided to each Single-Family Unit and Communal Single-Family Unit receiving individual services by Contractor and used for temporary accumulation and collection of Organic Waste for such Units. It shall also mean a 35-gallon receptacle, 64-gallon receptacle, 1yd, 1.5yd, and 2yd, with cover and wheels suitable for manual/automated collection, to be provided to commercial establishments, Multi-Family Units, Communal Single-Family Units receiving communal services.

3. Amendment to Section 1. The following defined terms shall be deleted in their entirety from this Section:

“Compostable Materials” means: plant material (leaves, grass clippings, branches, brush, flowers, roots, pine needles and pine cones, wood waste, etc.); debris commonly thrown away in the course of maintaining yards and gardens; and biodegradable waste otherwise approved for the yard waste program by Contractor and District. It may also include pre- or post-consumer food waste, if Contractor begins a food waste collection program within the District. It excludes loose soils, plastics and synthetic fibers, lumber, and wood or tree limbs over three inches in diameter or three feet in length; human or animal excrement, and any soil or other materials contaminated with hazardous substances.

4. Residential Organic Waste Program. The following language shall be inserted into the Agreement as a new Section 6(P):

“6.P Organic Waste Collection and Processing. Contractor shall provide Organic Waste collection service, as part of the District’s three-Container collection program for the separate collection of Recyclable Materials, Organic Waste, and Solid Waste, in accordance with the terms hereof. Contractor shall provide commercially reasonable efforts to ensure that the Organic Waste services provided under this Agreement are at all times performed in accordance with applicable law, including SB 1383. Contractor will provide commercially reasonable efforts to provide all staff, labor, and materials to support District compliance with AB 1826 and SB 1383. This includes annual account site visits and reviews, public education and outreach in accordance with AB 1826 and SB 1383,

meeting with CalRecycle staff as appropriate, providing Organic Waste tonnage data to both the District and CalRecycle, and administering an Organic Waste services program. Contractor shall collect and direct all source-separable or separated Organic Waste to an organics processing facility capable of meeting the requirements of AB 1826 and SB 1383 and any other applicable Organic Waste diversion requirements. The following shall apply:

(a) Contractor will provide SB 1383 compliant Organic Waste Containers to all Single-Family Units, Multi-Family Units, Communal Single-Family Units receiving individual service, Communal Single-Family Units receiving communal service and commercial establishments.

(b) Organic Waste collected in accordance with this Section (P) must be clean and must contain less than 5% contamination (or lower percentage if the designated organics destination facility requires less contamination). If Contractor determines that any Organic Waste Container contains more than 5% contamination, Contractor will educate and contact the relevant Unit(s) or generators of such Organic Waste through “oops tag” program or phone call, and may charge a contamination fee, at the sole discretion of the Contractor.:

(c) Contractor will provide sufficient service equipment in order to collect all source-separated clean Organic Waste from accounts within the District receiving Organic Waste collection services.

(d) Upon collecting such Organic Waste, Contractor will take the Organic Waste to Northern Recycling, or any other facility that can divert the Organic Waste from the landfill, where Organic Waste may be counted as diversion for District as provided by applicable law.

(e) If there are any future governing law changes in reference to these Organic Waste programs during the term of this Agreement, Contractor and the District will meet and confer to discuss changes to this Agreement, including Exhibit B as needed.”

5. Amendment to Section 16(B). Section 16(B) shall be deleted in its entirety and replaced with the following:

(B) Service Records Reporting Requirements. Contractor shall maintain all records relating to the services provided hereunder, including, but not limited to, customer lists, billing records, maps, AB 939 records, AB 1826 records, SB 1383 records, and customer complaints, for a period of five (5) years from the date of the generation of each such record or longer as required by law. The District or its agent(s) shall have the right, upon ten (10) business days’ advance notice, to inspect all maps, AB 939 records, AB 1826 records, SB 1383 records, Contractor’s books and records, customer complaints, and other like materials of Contractor which reasonably relate to Contractor’s compliance with the provisions of this Agreement. Such records shall be made available to the District at Contractor’s regular place of business, but in no event outside the County of El

Dorado. Contractor shall further maintain and make available to the District, 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 the District may require. The District shall treat the information required by this paragraph that affects the competitive position of Contractor as confidential information to the extent permitted by law. The District shall not make or retain copies or photocopies containing information set forth in Contractor's confidential financial and business records pertaining to the establishment of rates and payment of franchise fees without executing a Confidentiality Agreement. The Confidentiality Agreement shall be negotiated in good faith between the District and Contractor and commemorated in a separate legally binding document prior to any subsequent rate increase.

6. Amendment to Exhibit B. Exhibit B shall be deleted in its entirety and replaced with the new Exhibit B attached hereto.

7. Ratification/Reaffirmation. All terms and provisions of the Agreement or any of its previous amendments not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From after the date of this Amendment, all references to the term "Agreement" in this Amendment shall include the terms contained in this Amendment. In the event of any conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall prevail.

8. Counterparts/Facsimile Signatures. This Amendment may be executed in counterparts, each of which shall be deemed an original. Facsimile signatures shall be given the same force and effect as original signatures and shall be treated for all purposes and intents as original signatures.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.)

IN WITNESS WHEREOF, the parties execute this Fourth Amendment to Solid Waste Services Agreement as of the date first written above.

**CAMERON PARK COMMUNITY SERVICES
DISTRICT**

By: _____
Name: Dawn Wolfson
Title: President, Board of Directors

ATTEST:
Clerk of the Board of Directors

By: _____

**WASTE CONNECTIONS OF CALIFORNIA, INC.,
d/b/a EL DORADO DISPOSAL SERVICES**

By: _____
Name: Daniel Schooler
Title: Regional Vice President

Residential	Per Month	Billed
	35G	\$38.88
35G Senior	\$29.28	58.56
64G	\$43.03	86.06
64G SR	\$39.23	78.46
96G	\$53.46	106.92
96G SR	\$48.63	97.26

Each Additional Trash Toter is Double the 1x Rate

Extra Trash Charge	\$5.78	(each 32 gallon bag)
Extra Trash Charge	\$14.77	(non service day, each bag)
Extra Yardwaste	\$4.94	(each 32 gallon bag after 2 bag max)
Contamination charge	\$20.87	(per container)
Cart Cleaning Charge	\$18.46	(per plastic container)
Extra Recycle Cart	\$6.66	(per each cart above contract limit)
Extra Mixed Organics Cart	\$13.15	(per each cart above contract limit)
Extra Bulky Item	\$15.99	(per additional item at voucher pickup time)
Extra Bulky Item-Freon Removal	\$28.86	(per additional item at voucher pickup time)
Extra Bulky Item-Non Voucher	\$51.29	(per item)

Roll Off	Rate/Haul	Tons Included	Overage
6 yard	\$268.45	1.00	\$123.37
6 yard - Yard Waste Only	\$195.24	1.00	\$142.75
10 yard	\$547.92	1.00	\$123.37
10 yard - Concrete Only	\$361.40	2.00	\$33.59
20 yard - Yard Waste Only	\$434.43	3.50	\$142.75
20 yard	\$690.22	3.50	\$123.37
30 yard - Yard Waste Only	\$651.78	5.00	\$142.75
30 yard	\$869.25	5.00	\$123.37
40 yard	\$1,031.38	5.00	\$123.37
50 yard	\$1,228.92	5.00	\$123.37
Storage Container (monthly rate)	\$225.90		
Roll Off Rental-Daily	\$6.16		

Commercial	Per Week Pickup					
	1	2	3	4	5	6
35G	\$31.55	\$47.79	\$65.04	\$80.44		
64G	\$47.32	\$71.67	\$97.54	\$120.63		
96G	\$48.47	\$73.41	\$99.91	\$123.56		
1 Yard	\$155.24	\$310.48	\$465.74	\$620.97	\$776.21	\$931.46
1.5 Yard	\$232.86	\$465.72	\$698.57	\$931.44	\$1,164.30	\$1,397.16
2 Yard	\$268.81	\$537.63	\$806.44	\$1,075.25	\$1,344.05	\$1,612.90
3 Yard	\$401.48	\$802.93	\$1,204.38	\$1,605.84	\$2,007.32	\$2,408.77
4 Yard	\$528.24	\$1,056.48	\$1,584.71	\$2,112.96	\$2,641.20	\$3,169.44
5 Yard	\$660.29	\$1,320.61	\$1,980.90	\$2,641.20	\$3,301.50	\$3,961.81
6 Yard	\$792.38	\$1,584.71	\$2,377.06	\$3,169.44	\$3,961.41	\$4,754.15
8 Yard	\$1,011.09	\$2,022.20	\$3,033.26	\$4,044.34	\$5,055.45	\$6,066.53
Extra Yardage per yd	\$30.70					
Per Cleaning						
Cart Cleaning Charge	\$18.46	(per plastic container, after four free per year)				
Bin Cleaning Charge	\$166.17	(per metal container, after four free per year)				
Per Week Pickup						
Food Waste	1	2	3			
35 Gallon	\$35.50	\$53.74	\$73.20			
64 Gallon	\$53.27	\$80.42	\$109.37			
96 Gallon	\$63.10					
1 Yard	\$174.65	\$349.29	\$523.96			
2 Yard	\$302.39	\$604.84	\$907.25			

Cameron Park CSD Performance Standards	Performance Key													
	January	February	March	April	May	June	July	August	September	October	November	December	Annual Results	
Residential Outreach														
Three billing inserts per year	0	2	0	1	0	1	0	0	0	1	0	1	6	Message to be determined by the office staff.
New resident packet	17	23	29	39	27	29	30	28	26	34	29	20	314	Packets contain collection calendar, collection vouchers, MRF flyer, acceptable recycling items flyer and curbside collection flyer.
Six bi-monthly updates for the CSD website	0	1	0	1	0	0	1	1	0	2	0	1	7	To be sent to the CSD by office staff.
Special removal(batteries,bulky,oil)	102	102	170	188	173	145	127	148	141	127	103	101	1525	Number of collections per month.
Commercial Outreach														
Meet with 4 commercial businesses per quarter	6	17	1	1	3	2	3	40	1	6	19	7	100	Sustainability Coordinator to complete.
Three printed outreach pieces sent to businesses per year	0	0	0	1	0	0	0	1	0	0	3	0	5	Sustainability Coordinator to complete.
Three billing inserts per year	1	0	1	1	1	1	1	0	1	1	1	1	9	Message to be determined by the Sustainability Coordinator.
Community Event Outreach														
Attend 4 events per year	0	0	0	0	0	2	2	1	1	2	0	1	9	
Call Answer Rate														
Total calls	895	792	887	845	2037	901	942	1028	902	766	687	799	10,586	Total calls for the month.
Average hold time in seconds	80	63	69	70	226	107	121	155	132	83	79	94	109	Customer calls shall be answered within an average of 3 minutes (180 seconds)
Average call length	3:38	3:59	3:55	3:59	5:31	3:27	3:42	5:48	5:38	3:44	3:37	2:56	4:12	The total length of call from start to finish.
Complaints														
Total complaints - General, litter and missed pick-ups	2	1	1	0	4	10	5	5	4	4	1	2	37	We will on average correct 99.95% of customer complaints for each operating year
Reporting														
Annual report, Diversion Report, Performance Standard Reports, Service Area Customer Audit		Done	Done	Done	Done	Done	Done	Done	Done	Done	Done	Done	Done	

Scoring Methodology

- i. 3 billing inserts – pass/no pass 5pts (use pts/% - it's the same)
- ii. New resident packet – pass/no pass 5pts
- iii. 6 bi-monthly website updates – pass/no pass 5pts
- iv. Special bulky removals – pass/no pass 5pts
- v. Business metrics combined – pass/no pass 5pts
- vi. Community outreach events – 5 pts per event available – total 40pts
- vii. Call answer rate – pass/no pass by quarter, 5 pts/qtr – 20pts
- viii. Complaints – pass/no pass by quarter, 5pts/qtr. – 20pts
- ix. Reporting - no points; it just needs to be done to get scored and earn points.

DATE	ACCOUNT	CUSTOMER NAME	ADDRESS	COMPLAINT	RESOLUTION
COMPLIMENT					
6128550	BSCHWANKE	HOME - DRIVER REVIEW FROM CUSTOMER [REDACTED]		HAPPY HOLIDAYS AND THANK YOU FOR YOUR CONTINUED HIGH QUALITY HARD WORK ALL YEAR 2023!	1/2/2024
Name:	BACKER, SIRI		Address:	[REDACTED]	
6137989	BSCHWANKE	HOME - DRIVER REVIEW FROM CUSTOMER [REDACTED]		THEY ARE ALWAYS QUICK AND NEVER LEAVE ANY TRASH BEHIND THAT MAY FALL OUT.	1/2/2024
Name:	NORTON, ANNA		Address:	[REDACTED]	
COMPLIMENT					
3006997	NIDIAM	DRIVER REVIEW FROM UNIDENTIFIED THE DRIVER IS FRIENDLY AND COURTEOUS EVERY WEEK NOTIFICATION DETAILS APPROXIMATE DATE 02/21/2024 RATING 5 CUSTOMER INFORMATION NAME DUSTY BRADLEY			2/28/2024
Name:	CAMERON PARK MOBILE HOME..		Address:	[REDACTED]	
6034307	SBUSH	HOME - DRIVER REVIEW FROM CUSTOMER [REDACTED]		GREATFUL FOR YOUR RESPECT	2/29/2024
Name:	MULLANY, PATRICK & LANETTE		Address:	[REDACTED]	
6128201	NIDIAM	SENT TO SUPS			2/23/2024
Name:	WYNTERS, MICHAEL		Address:	[REDACTED]	
ACCOUNT NUMBER					
30017400	HSLOCUM	CUSTOMER RECORD HTTPS://RMOCALIFORNIA.WCNX.ORG/CUSTOMER?CUSTIDALPHA=30017400			3/20/2024
Name:	CAMPBELL, JAMES	DESCRIPTION HOME - DRIVER REVIEW FROM CUSTOMER [REDACTED] OUR DRIVER PICKED UP THE GREEN WASTE CAN AND SINCE THE CONTENTS WERE STUCK HE SHOOK THE CAN A FEW TIMES TO GET EVERYTHING DUMPED OUT. THANK YOU!		Address:	[REDACTED]
6088970	HSLOCUM	HOME - DRIVER REVIEW FROM CUSTOMER [REDACTED]		ALWAYS CONSISTENT ON PICKUP AND PUTS BINS BACK PROPERLY. THANK YOU!	3/13/2024
Name:	KINNEY, ROGER & CHAI		Address:	[REDACTED]	
JIM CALLED TO PAY BILL AND SAY HOW MUCH HE LIKES OUR DRIVERS					
EMIL OPS					
JIM ACC [REDACTED]					
WANTS TO SAY THAT HIS DRIVERS ARE THE NICEST PEOPLE AND THAT THEY ARE ALWAYS POLITE/FRIENDLY.					
6088577	KHALL	RTE M13T M14 GR			3/29/2024
THANK YOU,					
KATHERINE BLANKS CUSTOMER SERVICE REPRESENTATIVE					
Name:	KILBURG, JAMES & JOYCE		Address:	[REDACTED]	
CHECKMARK HOME - DRIVER REVIEW FROM CUSTOMER [REDACTED]					
LOCATION LOGO					
HELLO EL DORADO DISPOSAL SERVICE,					
A REQUEST HAS BEEN FILLED ON THE WEBSITE.					
6089995	HSLOCUM	ACCOUNT INFORMATION ACCOUNT NUMBER [REDACTED] CUSTOMER RECORD HTTPS://RMOCALIFORNIA.WCNX.ORG/CUSTOMER?CUSTIDALPHA=6089995			3/12/2024
DESCRIPTION HOME - DRIVER REVIEW FROM CUSTOMER [REDACTED] OUR DRIVERS (ALL 3 WASTE STREAMS) NEVER MISS US. AND THEY ALWAYS ARE HERE AROUND THE SAME TIME OF DAY, WHICH I KNOW IS HARD TO ACCOMPLISH. THEY GO SLOW IN OUR COMMUNITY WITH LOTS OF KIDS.					

NOTIFICATION DETAILS
 APPROXIMATE DATE
 RATING
 5

Name: HILL, GARRETT & RULON, ANNA

Address: 2277 WINTERHAVEN DRIVE CAMERON PARK

COMPLIMENT

30046487 DULCEP HOME - DRIVER REVIEW FROM CUSTOMER [REDACTED] 4/2/2024
 JUST A FRIENDLY GUY! ITS NICE TO GET A WAVE GOOD MORNING
 Name: STRICKLER, ED Address: [REDACTED]

COMPLIMENT

3005953 BSCHWANKE HOME - DRIVER REVIEW FROM CUSTOMER [REDACTED] 5/17/2024
 GREAT DRIVER AND SERVICE PROVIDER!! VERY HELPFUL TO MY 84 YEAR-OLD MOTHER WHILE
 LIVING ALONE AND GETTING HER TRASH UP AND DOWN FOR HER!!
 Name: SAHLEEN, THERESA Address: [REDACTED]

6044271 BSCHWANKE HOME - DRIVER REVIEW FROM CUSTOMER [REDACTED] 5/17/2024
 ALWAYS A PERFECT JOB ??
 Name: HIGHT, JENNIFER Address: [REDACTED]

6064276 BSCHWANKE HOME - DRIVER REVIEW FROM CUSTOMER [REDACTED] 5/17/2024
 OUR DRIVERS DO A WONDERFUL JOB AND I APPRECIATE THEM
 Name: ANDERSON, HAROLD & DARLENE Address: [REDACTED]

6074503 BSCHWANKE HOME - DRIVER REVIEW FROM CUSTOMER [REDACTED] 5/17/2024
 I DO APPRECIATE THE DRIVERS! I'VE BEEN HERE FOR 7 YEARS AND THEY HAVE ALWAYS BEEN
 EXCELLENT! THANKS FOR HAVING THIS FEATURE ON THE WEBSITE.
 Name: ELLSWORTH, TOM Address: [REDACTED]

COMPLIMENT

3007306 SBUSH HOME - DRIVER REVIEW FROM CUSTOMER [REDACTED] 8/15/2024
 DRIVER IS PROFESSIONAL, COURTEOUS AND TIMELY.

SENT TO OPS
 Name: AGUR, LESLIE (GINA) Address: [REDACTED]

3007306 SBUSH HOME - OFFICE STAFF REVIEW FROM CUSTOMER [REDACTED] 8/15/2024
 STAFF IS AWESOME, HELPFUL, NICE AND VERY KNOWLEDGEABLE. THANK YOU! THIS SERVICE
 IS ALWAYS AWESOME AND WONDERFUL. NOT JUST ONCE

SENT TO BS & MM
 Name: AGUR, LESLIE (GINA) Address: [REDACTED]

COMPLIMENT

6076583 NIDIAM EMAILED OPS 9/18/2024
 HOME - DRIVER REVIEW FROM CUSTOMER #4030-6076583
 THE DRIVERS ARE ALWAYS SO FRIENDLY AND WAVE. KIDS LOVE COMING TO WATCH WHEN WE
 CATCH THEM!!

NOTIFICATION DETAILS

APPROXIMATE DATE
 2024-09-18

RATING
 5

CUSTOMER INFORMATION

NAME
 MORGAN DYER

[REDACTED]
 Name: DYER, MORGAN Address: [REDACTED]

COMPLIMENT

30010584	MONICAM	HOME - OFFICE STAFF REVIEW FROM CUSTOMER [REDACTED] MERRY CHRISTMAS GUYS! I LOVE WORKING WITH YOU! EVERY TIME I CALL AND NEED SOMETHING IT IS LIKE LIVING IN A SMALL TOWN WHERE THE PEOPLE ARE KIND AND COURTEOUS AND ALWAYS PATIENT AND PROFESSIONAL. IF YOU THINK YOU DON'T MAKE A DIFFERENCE WHEN YOU TALK WITH SOMEONE WITH YOUR WONDERFUL, KIND ATTITUDES, YOU DO. IT IS SO DEEPLY APPRECIATED. THANK YOU!!	12/12/2024
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Name: SEYMOUR, GUY & LYNDA **Address:** [REDACTED]

January	Missed Pick Up	Route Manager
	The missed pickup rate shall not exceed .005 or five per one thousand customers	
	Total missed pick ups for the month:	2
February	Missed Pick Up	Route Manager
	The missed pickup rate shall not exceed .005 or five per one thousand customers	
	Total missed pick ups for the month:	1
March	Missed Pick Up	Route Manager
	The missed pickup rate shall not exceed .005 or five per one thousand customers	
	Total missed pick ups for the month:	1
April	Missed Pick Up	Route Manager
	The missed pickup rate shall not exceed .005 or five per one thousand customers	
	Total missed pick ups for the month:	0
May	Missed Pick Up	Route Manager
	The missed pickup rate shall not exceed .005 or five per one thousand customers	
	Total missed pick ups for the month:	4
June	Missed Pick Up	Route Manager
	The missed pickup rate shall not exceed .005 or five per one thousand customers	
	Total missed pick ups for the month:	10
July	Missed Pick Up	Route Manager
	The missed pickup rate shall not exceed .005 or five per one thousand customers	
	Total missed pick ups for the month:	5
August	Missed Pick Up	Route Manager

	The missed pickup rate shall not exceed .005 or five per one thousand customers	
	Total missed pick ups for the month:	5
September	Missed Pick Up	Route Manager
	The missed pickup rate shall not exceed .005 or five per one thousand customers	
	Total missed pick ups for the month:	4
October	Missed Pick Up	Route Manager
	The missed pickup rate shall not exceed .005 or five per one thousand customers	
	Total missed pick ups for the month:	4
November	Missed Pick Up	Route Manager
	The missed pickup rate shall not exceed .005 or five per one thousand customers	
	Total missed pick ups for the month:	1
December	Missed Pick Up	Route Manager
	The missed pickup rate shall not exceed .005 or five per one thousand customers	
	Total missed pick ups for the month:	2

SOLID WASTE SERVICES AGREEMENT

Between

CAMERON PARK COMMUNITY SERVICES DISTRICT

And

**WASTE CONNECTIONS OF CALIFORNIA, INC.
d/b/a EL DORADO DISPOSAL SERVICES**

February 21, 2008

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This Solid Waste Services Agreement ("Agreement") entered into effective February 21, 2008, between Cameron Park Community Service District (the "District") and Waste Connections of California, Inc., d/b/a El Dorado Disposal Services (the "Contractor"), for the collection, transportation, processing and disposal of Solid Waste and Recyclable Materials.

RECITALS

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

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

WHEREAS, District and Contractor are mindful of the provisions of the laws governing the safe collection, transport, recycling and disposal of solid waste, including AB 939, the Resource Conservation and Recovery Act (the "RCRA"), and the Comprehensive Environmental Response, Compensation and Liability Act (the "CERCLA"); and

WHEREAS, District has not and, by this Agreement does not, instruct Contractor on its collection methods, nor supervise the collection of Solid Waste; and

WHEREAS, Contractor has represented and warranted to District that it has the experience, responsibility and qualifications to arrange with the residents, commercial, industrial, institutional and other entities in the Franchise Area for the collection and safe transport to disposal facilities of municipal Solid Waste, and the Recycling of Recyclable Materials, the District's Board of Directors (the "Board") determines and finds that the public interest, health, safety and well-being would be best served if Contractor were to make arrangements with residents and other entities to perform these services; and

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1 — DEFINITIONS

Whenever any terms used in this Franchise Agreement has been defined by the District Ordinance Code (the "Ordinance Code") or Division 30, Part 1, Chapter 2 of the California Public Resources Code, the definitions in the Ordinance Code or Public Resources Code shall¹ apply unless the term is otherwise defined in this Agreement.

¹ To the extent that definitions contained in the Ordinance Code conflict with the definitions in the Public Resources Code, the former shall control and govern the rights and obligations of the parties here under; provided, however,

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

B. Affiliate. "Affiliate" means the Contractor, its officers, directors, shareholders, employees and any corporation, partnership, joint venture or other entity directly or indirectly controlling the Contractor, or directly or indirectly owned or controlled by the Contractor. "Affiliate" includes any other subsidiary of Contractor and includes companies whose financial operations are reported as part of any consolidated financial statements filed by Contractor or its parent company with the U.S. Securities and Exchange Commission.

C. Bulky Waste. "Bulky Waste" means large items of Solid Waste, such as appliances, furniture, large auto parts, trees, large branches, stumps and other oversize wastes.

D. CIWMB. "CIWMB" means the California Integrated Waste Management Board.

E. Commercial Solid Waste. "Commercial Solid Waste" includes all types of Solid Waste generated by commercial, industrial, governmental and other non-residential sources within the Franchise Area. The term Commercial Solid Waste does not include Hazardous Waste, Medical Waste and Special Waste.

F. Commencement Date. "Commencement Date" means February 21, 2008, or such later date when this Agreement is approved by the Board.

G. Compostable Materials. "Compostable Materials" means: plant material (leaves, grass clippings, branches, brush, flowers, roots, pine needles and pine cones, wood waste, etc.); debris commonly thrown away in the course of maintaining yards and gardens; and biodegradable waste otherwise approved for the yard waste program by Contractor and District. It may also include pre- or post-consumer food waste, if Contractor begins a food waste collection program within the District. It excludes loose soils, plastics and synthetic fibers, lumber, and wood or tree limbs over three inches in diameter or three feet in length; human or animal excrement, and any soil or other materials contaminated with hazardous substances.

H. Construction and Demolition Debris. "Construction and Demolition Debris" means Solid Waste consisting of building materials; and packaging and rubble resulting from construction, remodeling, repair and demolition operations on pavements, houses, multi-family residential units, commercial and industrial buildings and all other structures. Construction refers to SIC Codes 152 through 1794, 1796 and 1799. Demolition refers to SIC Code 1795.

I. Contractor. "Contractor" shall mean Waste Connections of California, Inc., d/b/a El Dorado Disposal Services. Contractor shall also mean any assignee, transferee or successor in interest of Contractor.

J. District. "District" means Cameron Park Community Services District.

that should the Public Resource Code's definitions to be made obligatory by the state legislature on the District, then the conflicting Public Resource Code's definitions shall apply.

K. Electronic Waste. "E-waste" or "Electronic Waste" means discarded electronic equipment such as stereos, radios, speakers, televisions, computers, monitors, VCRs, printers, copiers, facsimile machines, DVDs, microwaves, telephones and similar items (including cathode-ray tubes and other universal waste which may require special handling).

L. Franchise Area. "Franchise Area" shall mean the boundaries of the Franchise Area, together with all areas added to or deleted from the Franchise Area due to annexation or de-annexation, which added areas shall be automatically included within the Franchise Area on completion of the annexation, and all areas that shall otherwise be added to the Franchise Area due to amendments and changes thereto resulting from amendments to this Agreement. The current boundaries of the Franchise Area are shown by the Map attached hereto as Exhibit "A," and includes the District. Exhibit "A" shall be amended or replaced from time to time to reflect any and all changes to the Franchise Area.

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

N. Green Waste. "Green Waste" means tree trimmings, grass cuttings, dead plants, leaves, branches and dead trees (not more than three (3) inches in diameter) and similar materials.

O. Gross Revenues. "Gross Revenues" means any and all revenue or compensation in any form collected directly or indirectly by Contractor, its affiliates, subsidiaries, parents or any other entity in which Contractor has a financial interest from collecting, transporting, arranging, and handling and/or disposing of franchised Solid Wastes generated in the Franchise Area, but excluding revenue from the sale of Recyclable Materials and excluding amounts not collected from Customers.

P. Hazardous Waste or Materials. "Hazardous Waste or Materials" means any and all of the following:

(1) Wastes, materials or substances defined or characterized as hazardous waste by the Federal Solid Waste Disposal Act, as amended, including the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.) as amended from time to time, or regulations promulgated thereunder;

(2) Waste, materials or substances defined or characterized from time to time as hazardous waste by the principal agencies of the State of California (including, without limitation, the Department of Health Services, the Department of Toxic Substances Control, the California Water Resources Control Board, and the California Integrated Waste Management Board) having jurisdiction over hazardous waste generated by facilities within the State, and pursuant to any other applicable governmental regulations;

(3) Wastes, materials or substances, the storage, treatment, transportation or disposal of which is subject to regulation under the Toxic

Substances Control Act, 15 U.S.C. Section 2601-2654, as amended from time to time, or regulations promulgated thereunder; and

(4) Radioactive wastes, materials, substances or items, the storage, treatment, transportation or disposal of which is subject to governmental regulations.

The term "Hazardous Waste" will be construed to have the broader, more encompassing definition where a conflict exists in the definitions employed by two or more governmental entities having concurrent or overlapping jurisdiction over hazardous waste.

Q. Industrial Solid Waste. "Industrial Solid Waste" means all Solid Waste and semi-solid which results from industrial processes and manufacturing operations, except for Hazardous Wastes or Special Waste.

R. Materials Recovery Facility. "Materials Recovery Facility" or "MRF" means a Materials Recovery Facility in which various types of Recyclable Materials are separated from Solid Waste and from other Recyclable Materials, for the purpose of recovering and Recycling those materials.

S. Materials Recovery Services. "Materials Recovery Services" means the Processing of Solid Waste and Recyclable Materials at permitted Materials Recovery Facilities and the subsequent recovery, reuse, Recycling, or other diversion of such materials from landfilling in such a manner that the District receives diversion credit for such materials and activities by the CIWMB.

T. Medical Waste. "Medical Waste" or "Infectious Waste" means waste that may cause disease or reasonably be suspected of harboring pathogenic organisms, including source-separated Medical or Infectious Waste resulting from medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities, hospitals and similar facilities processing wastes, which may include human or animal parts, contaminated bandages, pathological specimens, hypodermic needles, sharps, contaminated clothing and surgical gloves.

U. Multi-Family Units. "Multi-Family Units" shall mean any dwelling which includes three (3) or more individual living units and which receives communal refuse and/or Recycling services.

V. Operating Year. Operating Year means the twelve- (12) month period from July 1st to June 30th, or any portion thereof, during the Term of this Agreement.

W. Permanent Household Hazardous Waste Collection Facility. "Permanent Household Hazardous Waste Collection Facility" or PHHWF means the permanent household hazardous waste collection facility constructed by Contractor and previously operated by Contractor or its affiliate at the WERS Material Recovery Facility.

X. Processing. "Processing" or to "Process" means the separation, sorting, handling, and/or baling of Solid Waste and/or Recyclable Materials by automated or manual means at a

Materials Recovery Facility, for the purpose of Recycling a portion of these materials. Material that is received at a Materials Recovery Facility and is directly loaded into a transfer van or other vehicle for delivery to a landfill for disposal without Recyclable Materials being sorted, separated, and handled and/or baled therefrom has not been Processed within the meaning of this definition.

Y. Recovered Materials. "Recovered Materials" means all Recyclable Materials that are removed for Recycling by Contractor from the total tonnage of all Solid Waste collected by Contractor in the Franchise Area whether these materials are source separated or commingled upon collection, and Recyclable Materials recovered from Solid Waste generated within the Franchise Area as a result of Contractor's Material Recovery Services. Recovered Materials shall also include Recyclable Materials received by Contractor at any buy-back center, or by means of any other Recycling program operated by Contractor. All such Recyclable Materials must be Recycled by Contractor to be considered "Recovered Materials."

Z. Recyclables or Recyclable Material. "Recyclables" or "Recyclable Material" means discarded materials that are reused, recovered or Processed (or are in the future reused or processed) into a form suitable for reuse through reprocessing or remanufacture, and/or that qualify as diversion from landfilling consistent with the requirements of the California Integrated Waste Management Act and regulations thereunder. The terms "Recyclables" or "Recyclable Material" also include materials that are transformed to produce fuel, Compostable Materials, Recyclable Construction and Demolition Debris, alternative daily cover, materials processed for land application or as feed for livestock; provided, however, all such uses and applications qualify as diversion consistent with the requirements of the California Integrated Waste Management Act and regulations thereunder, and any other uses or applications that qualify as diversion consistent with the requirements of the California Integrated Waste Management Act and regulations thereunder. The terms "Recyclable" or "Recyclable Material" include but are not limited to paper, newsprint, printed matter, pasteboard, paper containers, cardboard, glass, aluminum, PET, HDPE, and other plastics, beverage containers, Compostable Materials, brick and stone in reusable size and condition, and such other materials designated by the District, or designated as Recyclables by the CIWMB, or any other agency with jurisdiction.

AA. Recycling. "Recycling," "Recycle" and "Recycled" refer to the recovery, reuse, transformation, Recycling or other diversion of Recycled Materials from landfilling in such a manner that the District receives diversion credits for such materials and activities by the CIWMB.

BB. Residential Solid Waste. "Residential Solid Waste" means all types of Solid Waste that originates from Single-Family Units.

CC. Single-Family Unit. "Single-Family Unit" means any dwelling which receives individual refuse collection service, but includes duplexes.

DD. Solid Waste. Solid Waste means all putrescible and non-putrescible solid, semi-solid and liquid wastes, including residential, industrial, commercial and municipal garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, Construction and Demolition Debris, discarded home and industrial appliances, manure, vegetable or animal solid and semi-Solid

Wastes, and other discarded solid and semi-Solid Waste; but excludes Hazardous Waste, Special Waste and Medical Waste.

EE. Special Wastes. "Special Waste" means any hazardous waste listed in Section 66740 of Title 17 of the California Code of Regulations, or any waste that has been classified as a Special Waste pursuant to Section 66744 of Title 22 of the California Code of Regulations, or that has been granted a variance for the purpose of storage, transportation, treatment or disposal by the Department of Health Services pursuant to Section 66310 of Title 22 of the California Code of Regulations. Special waste also includes any Solid Waste, that, because of its source of generation, physical, chemical or biological characteristics or unique disposal practices, is specifically conditioned in a Solid Waste facilities permit for handling and/or disposal.

FF. Transform. "Transform" means incineration, pyrolysis, distillation, gasification or biological conversion. Transformation does not include composting.

GG. Wastestream. "Wastestream" means all Solid Waste and Recyclable Materials collected by Contractor pursuant to this Agreement or delivered by any Person to the WERS Materials Recovery Facility.

HH. Western El Dorado Recovery Systems (WERS) Material Recovery Facility. "WERS Material Recovery Facility" or "WERS MRF" means the Material Recovery and transfer Facility owned by Contractor in which various types of Recyclable Materials are separated from Solid Waste and from other Recyclable Materials, for the purpose of recovering and Recycling of those materials, and where Solid Wastes, Recyclable Materials and Compostable Materials are transferred (or may at some time in the future be transferred) for re-loading and disposal at a landfill activity, and/or processing at another MRF.

SECTION 2 — PRIOR AGREEMENTS

Upon the Commencement Date, any and all agreements between the District and the Contractor shall expire and be of no further force or effect, except that: (a) any provisions of any agreements which provide for either party to defend and/or indemnify the other party for acts, omissions or occurrences prior to the Commencement Date, or which provide for insurance or record-keeping duties, shall survive termination; and (b) any provisions at any agreements which expressly state that they shall survive expiration of the term or termination of any prior agreements shall survive.

SECTION 3 — GRANT AND ACCEPTANCE OF EXCLUSIVE RESIDENTIAL AND COMMERCIAL FRANCHISE

A. Grant of Franchise. District grants to Contractor, for the term of and in accordance with this Agreement (including all extensions or renewals), the exclusive franchise, right, privilege and contractual duty to make and arrange with residents of Single-Family Units, residents and/or owners of Multi-Family Units and owners and/or persons in charge of commercial, industrial, institutional and other entities and construction and demolition sites in the Franchise Area for the collection, transportation and removal to Solid Waste Processing and/or disposal facilities, of all Residential, Industrial and Commercial Solid Waste (including

discarded Recyclables and discarded Recyclable Material and Construction and Demolition Debris) and all Recyclables and Green Waste that have been generated within the Franchise Area, and such residents and persons in charge shall be obligated to obtain such services exclusively from Contractor at the rates provided in Exhibit "B." This grant of franchise is subject to all limitations imposed by applicable laws and regulations, and is subject to all limitation set forth in this Agreement.

B. Acceptance of Franchise. Contractor agrees to be bound by and comply with all the requirements of this Agreement. Contractor waives any right or claim to serve any part of the Franchise Area under any prior grant of franchise, contract, license or permit issued or granted by any governmental entity.

C. Exceptions to Exclusivity. The exclusive franchise granted by this Agreement shall not apply to:

(1) A person or entity who contracts for landscaping or gardening work performed for the customer and incidental to such services removes and Recycles or disposes of Green Waste, provided that such removal and Recycling or disposal are performed by the person removing and Recycling or disposing of such Green Waste, and not by a subcontractor or other third-party; or

(2) A person or entity who has been given an exemption by the District from any mandatory collection ordinance that the District may adopt in the future; or

(3) A licensed contractor that generates Construction and Demolition Debris in the course of his/its business activities and such contractor, or his/its full-time employees and not a subcontractor or other third-party, self-haul such Construction and Demolition Debris (but excluding all other Solid Waste or Recyclables) to an authorized and permitted (as may be required by federal, state or local regulatory agencies with jurisdiction over such activities) processing facility for purposes of Material Recovery. A licensed contractor shall not use any subcontractor or other third party other than Contractor to haul Construction and Demolition Debris to an authorized and permitted Processing facility.

D. Sale or Donation of Recyclables. This Agreement is not intended to and does not affect or limit the right of any person to sell any Recyclable Material to any person lawfully engaged in business in the Franchise Area or to donate Recyclable Material to any bona fide charity; provided, however, that all such Recyclable Material is substantially separated from non-Recyclable Solid Waste by the generator.

E. Franchise Area. The Franchise Area covered by this Agreement shall be all residential, commercial and industrial areas within the boundaries of the District as they exist on the effective date of this Agreement, as identified in Exhibit "A" (Franchise Area), to this Agreement, and as they may hereafter be changed by reason of annexation or de-annexation or by other amendment to this Agreement. Exhibit "A" shall be amended or replaced from time to time to reflect any and all changes to the Franchise Area. Waste collection service is mandatory throughout the Franchise Area.

F. Rights Reserved as to Hazardous Waste, Medical Waste and Special Waste. The District reserves the right to contract with other parties to have Hazardous, Medical and Special Waste collected, transported, disposed of, Processed and /or diverted.

G. Enforcement of Exclusivity of Franchise. The District may, in its sole discretion, enforce the exclusivity provisions of this franchise against third-party violators, taking into account the cost of doing so and other factors. Contractor may independently enforce the exclusivity provision of this Agreement against third-party violators, including but not limited to seeking injunctive relief and/or damages, and the District shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor. The District shall not be liable to Contractor in any manner, including any costs or damages, such as lost revenues or lost profits, should any person or entity refuse to use Contractor's Solid Waste collection services and/or performs collection services in competition with Contractor, and in doing so violates the exclusive grant of franchise given to Contractor in this Agreement. In such event, Contractor's, sole and exclusive remedy shall be to seek an injunction, damages or other available judicial relief against any such third person or entity that engages in any conduct or activity which violates Contractor's exclusive franchise rights under this Agreement.

SECTION 4 — FRANCHISE FEE

Contractor shall pay to District a Franchise Fee set by the Board by Resolution, which shall be a percentage of the Gross Revenues derived by Contractor from operations pursuant to this Agreement. That Franchise Fee is initially set at five percent (5%) of Contractor's Gross Revenues, and from time to time may be adjusted by Resolution of the Board. The Franchise Fee shall be due and payable quarterly within forty five (45) days following the end of each quarter for Gross Revenues received during that quarter. If payment is not received within said forty-five (45) day period, interest shall accrue thereon at the rate of ten percent (10%) per annum or at the maximum interest rate permitted under California law, whichever is greater. District shall give Contractor a minimum of ninety (90) days' notice of any changes in the Franchise Fee. Any increase in the Franchise Fee shall result in a corresponding automatic rate adjustment to Contractor's rates and/or be passed through to Contractor's customers.

SECTION 5 — COMPLIANCE WITH LAWS AND REGULATIONS

Contractor warrants that it will comply in all material respects with all applicable federal and state laws legally binding on Contractor in effect during the term of this Agreement, including implementing regulations, as they may, from time to time, be amended, specifically including but not limited to CERCLA, AB 939 and all other applicable laws of the State of California. Moreover, Contractor shall comply in all material respects with all local laws and regulations applicable to Contractor to the extent they are not inconsistent with the terms of this Agreement. Contractor shall comply in all material respects with all final and binding judgments entered against Contractor regarding its services performed under this Agreement.

**SECTION 6 — SOLID WASTE AND RECYCLABLE COLLECTION SERVICES
PROVIDED BY CONTRACTOR**

A. District to Approve All Services. The nature of the services Contractor offers and provides to customers residing or doing business in the Franchise Areas shall be determined by the Board. The Board may require the Contractor to change the level of such services from time to time on reasonable notice to Contractor; provided, however, that the Board shall adjust Contractor's rates to reflect Contractor's documented increased and reasonable costs caused by the change in service levels. The services that Contractor offers and provides to its customers affected by this Agreement shall be subject to the prior approval of the Board or its designee. Nothing in this Agreement, however, shall be construed or interpreted as authorizing District to reduce or adversely affect Contractor's exclusive franchise rights as specified in Section 3 of this Agreement.

B. Mandatory Service. The services that the Contractor shall provide to its customers under this Agreement upon the Commencement Date are set forth in Exhibit "B." The parties acknowledge that the services described in Exhibit "B" are mandatory for customers in the Franchise Area.

C. Once-A-Week Service. Subject to Section 20.B, in order to protect the public health and safety, arrangements made by Contractor with its customers in the Franchise Area for the collection of Solid Waste not defined in this Agreement as Recyclable Material, shall provide for the collection of such waste generated or accumulated in residential, commercial and industrial premises within the Franchise Area at least once per week, or more frequently, as Contractor and its customers may agree.

(1) Single-Family Units. Except as otherwise set forth in Exhibit "B," the Contractor shall collect from Single-Family Units Solid Waste (except Bulky Waste and Special Waste) which has been properly placed, or accumulated in authorized Solid Waste carts, at curbside or other authorized collection station(s) prior to Contractor's normal weekly collection time. Any excess refuse that does not fit within the closed lid of the authorized Solid Waste container shall be deemed excess material and may be subject to the excess charges as described and limited by Exhibit "B."

(2) Multi-Family Units. Contractor shall empty all Multi-Family authorized Solid Waste containers, not less than once per week, and more frequently if required to handle the Multi-Family Unit Wastestream of those premises where the containers are located, in a manner consistent with public health and safety.

D. Hours of Collection. Contractor agrees that in order to protect the peace and quiet of residents, its arrangements for the collection of Solid Waste will provide that collections for residential and commercial areas shall not start before 4:00 a.m., or continue after 7:00 p.m., seven (7) days per week. To the extent it is reasonably able to without disrupting its operations, Contractor agrees to reasonably adjust the hours of commencement of collection operations in selected areas at the request of District, where early collection activities have generated numerous complaints from nearby residents.

E. Collection on Holidays. Contractor has informed District that Contractor's arrangements with its Solid Waste customers will provide that if the day of collection on any given route falls on New Year's Day or Christmas Day ("Authorized Collection Holidays"), Contractor shall provide collection service for such route on the work day next following such holiday or moved back one day at the discretion of Contractor. Contractor reserves the right to change the Authorized Collection Holidays; provided, however, that Contractor shall notify the District and its customers of such changes.

F. Medical, Hazardous and Special Waste. Contractor shall have the non-exclusive right under this franchise, but is not obligated to, collect, transport and dispose of material defined as Hazardous Waste or Special Waste herein. Contractor shall negotiate separate contracts and rates for Hazardous and Special Waste collection with each individual customer, which rates shall not require advance District approval, but may be reviewed by the District in its discretion at the request of any customer. Contractor shall not engage in the collection of any Medical Waste; however, Contractor's affiliates may engage in the collection and disposal of Medical Waste. The District reserves the right to franchise other parties on a non-exclusive basis to perform Hazardous, Medical and Special Waste handling services.

G. District Approval of Contractor's Recycling Programs. Before initiating new Recycling programs or activities ("programs") within the Franchise Area, Contractor shall seek and obtain the express approval of District. In seeking District's approval for such new programs, Contractor shall provide the District with a detailed description of the proposed program, as well as a projection of costs and revenues associated with the program, and the anticipated level of diversion to be achieved by such program. In determining whether to approve any such proposed program, District may, in its sole discretion, choose to completely or partially subsidize the program.

H. Annual On Call Bulky Waste Pick-Up. Once per operating year, Contractor shall provide free Bulky Waste pick-up for all customers within the Franchise Area, as described in Exhibit "B," on an "on-call" basis, by appointment set between the customer and Contractor. Bulky items need not be placed in special containers for collection. Contractor shall pick up one bulky item left for collection at curbside by the customer; provided, however, that such bulky item pick-up shall be limited to 2.5 cubic yards in size— equivalent to one regular sofa or couch, one appliance or white goods. The Contractor shall have no duty or responsibility to collect any Hazardous Waste except as otherwise required in this Agreement.

I. Free Dump Coupons. Contractor will mail, on an annual basis, a coupon to all residential customers in the Franchise Area allowing them to dispose of up to 2.5 cubic yards of unsorted Solid Waste (or an equivalent value for disposal of other items) at the WERS Materials Recovery Facility, as described in Exhibit "B." The form and conditions of the coupon shall be approved in advance by the District. Contractor shall send these coupons to its residential customers each year with their billing statement.

**SECTION 7 — FACILITIES FOR PROCESSING AND
DISPOSAL OF SOLID WASTE**

A. Contractor to Use Fully Permitted Disposal Facility. Contractor shall be responsible for choosing the facility for disposal of Solid Waste under this Agreement; provided, however, that any landfill used by the Contractor must be designed and constructed in accordance with 23 California Code of Regulations Section 2510 et seq. ("Subchapter 15"). The landfill must have all required permits for federal, state, regional, county and city agencies and necessary for it to operate as a Class II or III Sanitary Landfill and be in full regulatory compliance with all such permits. The Contractor shall provide copies to the District of all notices of violations that could affect Contractor's ability to perform under this Agreement, or amendments to permits including any extensions. The landfill should not maintain the co-disposal of municipal Solid Waste and Hazardous Waste (other than Household Hazardous Waste) in the same lined cell.

Any landfill used by Contractor must be authorized to accept, under its existing permits, and have sufficient uncommitted capacity to accept, all Solid Waste delivered to it from the Franchise Area for the duration of this Agreement. The Contractor shall immediately notify the District of any notice of breach or default received from the landfill. The Contractor shall ensure that the landfill is in full compliance with all closure and post-closure planning requirements applicable to the landfill, and the landfill has posted with the applicable governmental authorities all required financial assurances for closure and post-closure.

B. Contractor to Use Fully Permitted Materials Recovery and Transfer Facilities. Any Materials Recovery or transfer facilities used by the Contractor must be designed and constructed in accordance with all applicable laws and regulations. The facilities must have all required permits from federal, state, regional, county and city agencies necessary for them to operate and be in full regulatory compliance with all such permits. The Contractor shall provide copies to the District of all notices of violations respecting any such facility used by Contractor that could affect the Contractor's ability to perform under this Agreement, or amendments to permits, including any extensions. Any such facility must be authorized to accept, under its existing permits, and have sufficient uncommitted capacity to accept, Solid Waste delivered to it from the Franchise Area for the duration of this Agreement.

C. Disposal in Compliance with Laws and Regulations. Throughout the term of this Agreement, it shall be the Contractor's sole responsibility and duty to dispose of the Solid Waste collected by virtue of this Agreement, and do so in a safe manner and in compliance with all federal, state and, to the extent not inconsistent with this Agreement, local laws and regulations.

SECTION 8 — CASH BOND AND INSURANCE

A. Cash Bond. In the event Contractor fails to make timely payment of any Franchise Fees owed to District, District may require Contractor, in addition to paying the late Franchise Fee payment plus default interest thereon, to deposit with District a cash bond, a performance bond or a letter of credit for the benefit of District in the sum of One Hundred Thousand Dollars (\$100,000). The District shall deposit the cash deposit in an interest-bearing account. The cash bond, performance bond or letter of credit shall be on terms acceptable to

District's counsel. The cash bond, performance bond or letter of credit shall serve as security for the faithful performance by Contractor of all the provisions and obligations of this Agreement. All interest shall be paid to the Contractor.

(1) After thirty (30) days following Contractor's failure to pay the District any amount owing under this Agreement plus interest at the rate of ten percent (10%) per annum, or, if more, the maximum interest rate allowed by law, the cash bond or letter of credit may be assessed by the District upon five (5) days' prior written notice to the Contractor for purposes including, but not limited to:

(a) Failure of Contractor to pay the District sums due under the terms of the agreement; and

(b) Reimbursement of costs borne by the District to correct Agreement violations not corrected by Contractor, after due notice.

(2) The Contractor shall deposit a sum of money sufficient to restore the cash bond or provide a renewed letter of credit to the original amount within thirty (30) days after notice from the District for any amount has been withdrawn from the cash bond or letter of credit.

B. Insurance. The Contractor shall provide proof of a policy of insurance satisfactory to the District Risk Manager and documentation evidencing that the Contractor maintains insurance that meets the following requirements:

(1) Full Workers' Compensation and Employers' Liability Insurance covering all employees of the Contractor as required by law in the State of California.

(2) Commercial General Liability Insurance of not less than Five Million Dollars (\$5,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: Premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors liability.

(3) Automobile Liability Insurance of not less than Five Million Dollars (\$5,000,000) with respect to motor vehicles used by the Contractor in the performance of this Agreement.

(4) Environmental Impairment Insurance in an amount not less than Five Million Dollars (\$5,000,000) per occurrence.

(5) The insurance will be issued by an insurance company acceptable to the District Risk Manager (which approval shall not be unreasonably withheld), or be provided through partial or total self-insurance likewise acceptable to the District Risk Manager.

(6) District, its officers, directors, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Agreement

are concerned. This provision shall apply to all liability policies except Workers' Compensation and any professional liability insurance policies. Proof that the District is named additional insured shall be made by providing the District Risk Manager with a certified copy, or other acceptable evidence, of an endorsement to Contractor's insurance policy naming the District additional insured.

(7) In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

(8) Any deductibles or self-insured retentions must be declared to an approved by the District (which approval shall not be unreasonably withheld).

(9) The insurance required herein shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to the District, 3200 Country Club Drive, Cameron Park, CA 95682.

(10) Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement or for a period of not less than one (1) year or (for an occurrence policy) or three (3) years (for a claims made policy). New Certificates of Insurance are subject to the approval of the District Risk Manager.

(11) Each Certificate of Insurance shall meet such additional standards as may be reasonably determined by the District Risk Manager as essential for protection of the District.

(12) Contractor shall not commence performance of this Agreement unless and until it complies with each and every requirement of this Section 8.B.

(13) Failure of Contractor to maintain the insurance required herein, or to comply with any of the requirements of this Section 8.B. shall constitute a material breach of the entire Agreement.

(14) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to that District, its officers, directors, officials, employees or volunteers.

(15) The Contractor's insurance coverage shall be primary insurance as respects to the District, its officers, directors, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, directors, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

(16) The insurance companies shall have no recourse against the District, its officers, directors, officials, employees or volunteers, or any of them, for payment of any premiums or assessments under any policy issued by any insurance company.

(17) Contractor's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of the Agreement.

(18) To the extent that this Section 8.B. is inconsistent with 7-1.12, "Responsibility for Damage," of the State of California, Department of Transportation, Caltrans, Standard Specifications, July 1992, this Article shall govern; otherwise, each and every provision of such Section 7-1.12 shall be applicable to this Agreement.

SECTION 9 — TERM

A. Initial Term. The Initial Term of this Agreement shall commence immediately upon execution and terminate on February 28, 2018.

B. Renewal Options. The District shall have the right, in its sole discretion, to unilaterally extend the term of this Agreement for additional periods of two (2) years each, up to a maximum of two (2) such extensions. If the District elects to so extend this Agreement for either one (1) or both of these optional extension periods, the District shall give the Contractor notice of its election to exercise each such option a minimum of one hundred (100) days before the then current termination date of this Agreement.

SECTION 10 — FRANCHISE TRANSFERABLE; DISTRICT'S CONSENT REQUIRED

A. No Assignment Without Consent. The franchise granted by this Agreement shall not be transferred, sold, hypothecated, sublet or assigned, nor shall any of the rights or privileges herein be hypothecated, leased, assigned, subcontracted, sold or transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, except the Contractor, by act of the Contractor, without the prior written consent of the District expressed by Resolution of the Board. Any attempt by Contractor to assign this franchise without the consent of District shall be void. Notwithstanding the foregoing, Contractor may assign or subcontract this Agreement or a portion thereof to another Affiliate of Contractor upon advance written notice to the District; provided, however, that the assignor and Contractor shall each remain liable for performance of this Agreement.

B. Assignment Defined. The term "assignment" shall include any dissolution, merger, consolidation or other reorganization of the Contractor, which results in change of control of the Contractor, or the sale or other transfer of a controlling percentage of Contractor's capital stock to a person not a shareholder, immediate family member, management employee or principal of the Contractor or to an Affiliate on the date of the execution of this Agreement.

C. Change in Control Defined. District consent is required for any change in control of Contractor. "Change in control" shall mean any sale, transfer or acquisition of Contractor. If Contractor is a corporation, acquisition of more than ten percent (10%) of Contractor's voting stock by a person, or group of persons acting in concert, who already owns less than fifty percent

(50%) of the voting stock, shall be deemed a change in control; provided, however, any transfer of ownership of any or all of the stock of Contractor to a wholly owned subsidiary or affiliate of Contractor shall not constitute a change in ownership or control; provided, however, that the transferor shall remain liable for performance of this Agreement.

D. Breach. Any assignment or change in control of the Contractor occurring without prior District approval shall constitute a material breach of this Agreement.

E. District's Option to Terminate. In the event the Contractor attempts to assign or subcontract this Agreement or any part hereof or any obligation hereunder in violation of this Section 10, the District shall have the right to elect to terminate this Agreement forthwith, without suit or other proceeding.

F. Involuntary Assignments. Each or any of the following acts shall be considered an involuntary assignment providing the District with the right to elect to terminate the Agreement forthwith, without suit or other proceeding:

(1) If Contractor is or becomes insolvent, or makes an assignment for the benefit of creditors;

(2) If a writ of attachment or execution is levied on this Agreement, or other property of Contractor, such that it would affect Contractor's ability to perform its duties and obligations under this Agreement; or

(3) If, in any proceeding to which Contractor is a party, a receiver is appointed with authority to take possession of Contractor's property, such that would affect Contractor's ability to perform its duties and obligations under this Agreement.

G. Conditions to Obtaining District's Consent. That District's consent to an assignment or change of control may be withheld if, inter alia, the following conditions are not satisfied:

(1) The Contractor shall give that District at least thirty (30) days' advance written notice of the Contractor's intent to sell, transfer or assign this Agreement. As part of that notice, the Contractor shall provide to the District the following written information:

(a) The name, address and telephone number of the proposed assignee;

(b) The character of the legal entity owning or controlling assignee, and the names, addresses and telephone numbers of all principals, partners and/or shareholders thereof, as the case may be; and

(c) A copy of any and all purchase or assignment agreements containing, at a minimum, the terms and conditions of the sale, transfer or assignment of this Agreement, and of Contractor's Solid Waste and Recycling business; provided, however, that the dollar amount of any financial consideration may be deleted from said copies unless and until said information becomes

relevant to the review of Contractor's transferee rates under this Agreement; and provided further, however, that nothing in this Agreement shall obligate District to treat any of said acquisition costs as allowable expense of said transferee for rate setting purposes.

(2) The proposed transferee must be shown, by credible and sufficient evidence, to be qualified, by financial condition, background and experience to be able to fully assume and satisfactorily perform all of the Contractor's obligations hereunder, and particular, to be able to perform under this Agreement in a fashion that will assure the District of complying with AB 939.

(3) The transferee must be willing to, in writing, as do all of the obligations hereunder.

SECTION 11 — FRANCHISE TRANSFER; FEES

A. Transfer Fee. Any application for a franchise transfer shall be made in a manner prescribed by the District. The application shall include a transfer fee in an amount to be set by District by Resolution of the Board to cover the anticipated cost of all direct administrative expenses of the District, including consultants and attorneys, necessary to adequately analyze the application and to reimburse District for all direct and indirect expenses. Such transfer fee shall not exceed Ten Thousand Dollars (\$10,000). District's request for reimbursement shall be supported with evidence of the expense or cost incurred. The applicant shall pay such bills within thirty (30) days of receipt.

B. Non-Recoverable Costs. The transfer fee is over and above any Franchise Fees, specified in this Agreement, and shall not be recoverable costs for rate setting purposes.

SECTION 12 — TERMINATION

Each of the following described in Paragraphs A. and B. shall constitute a material breach of this Agreement on the part of the Contractor:

A. Material Breach of the Contractor's Obligations. The material failure or refusal of Contractor to comply with the obligations and duties imposed on Contractor pursuant to this Agreement. In the event of any material breach of any of the terms of this Agreement by Contractor, District and Contractor shall meet and confer in good faith in an effort to agree on a resolution and cure of the breach. If the parties are unable to agree on the informal resolution or cure of the breach, District shall have the right to terminate this Agreement if:

(1) The District shall have given prior written notice to the Contractor specifying that a particular default or defaults exist, which will, unless corrected, constitute a material breach on the part of the Contractor of this Agreement; and

(2) The Contractor has not corrected such default within ninety (90) days from the date of the notice given pursuant to clause A.(1) of this Section, or, if said default is not reasonably correctable within said time, Contractor has not taken

reasonable steps to commence to correct the same within said ninety (90) days, or thereafter does not diligently continue to take reasonable steps to correct such default.

B. Events of Insolvency. The Contractor: (i) being or becoming insolvent or bankrupt, or ceasing to pay its debts as they mature, or making an arrangement with or for the benefit of its creditors, or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property; or (ii) being or becoming a party to a voluntary or involuntary bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against the Contractor under the laws of any jurisdiction, which proceeding, if involuntary in nature, has not been dismissed within sixty (60) days; or (iii) taking any action approving of, consenting to, or acquiescing in any such proceeding; (iv) being a party to the levy of any distress, execution or attachment upon the property of the Contractor which shall substantially interfere with the Contractor's performance hereunder. In the event of the Contractor being or becoming insolvent or bankrupt, the Contractor shall: (i) assume or reject this Agreement within sixty (60) days after the order for relief; (ii) promptly cure any failure to perform its obligations or any event of default arising under this Agreement for reasons other than the event set forth in this paragraph; and (iii) provide adequate assurance of future performance under this Agreement under 11 U.S.C. Section 365(b)(1)(c), or any successor provision of the Federal Bankruptcy Code. The foregoing provisions shall not prevent the District from requesting such other conditions to assumption of this Agreement as it deems reasonable and necessary.

C. No Waivers. Any waiver of a breach shall not be deemed to be a waiver of any subsequent breach or to be construed as approval of a course of conduct.

D. Termination. Upon the occurrence of a material breach and the declaration of termination of this Agreement by the Board, this Agreement and the franchise granted thereunder shall be of no further force and effect, excepting those provisions concerning District's right to indemnity and to temporarily assume Contractor's obligations. District then shall be free to enter into whatever other arrangements are deemed justified and necessary for the collection, removal and disposal of Solid Waste within the Franchise Area.

E. Breach by District. Should Contractor at any time, contend that the District has breached any material provision of this Agreement, Contractor shall immediately notify the District in writing of Contractor's contention. The District shall have a reasonable time to cure any such alleged breach, which in all events shall not be less than ninety (90) days or any such longer period as reasonably needed to cure said the breach. If District fails to cure the breach within such time, the Contractor may terminate this Agreement.

SECTION 13 — RIGHTS OF DISTRICT TO PERFORM DURING EMERGENCY

A. Emergency Collection. Should Contractor, for any reason whatsoever, except the occurrence or existence of any of the events or conditions of Force Majeure as defined below, refuse or be unable to collect, transport and dispose of any or all of the Solid Waste which it is obligated under this Agreement to collect, transport and dispose of for a period of more than seventy-two (72) hours, and if as a result thereof, Solid Waste should accumulate in the Franchise Area to such an extent, in such a manner, or for such a time that the District in the

exercise of its sole discretion, should find that such accumulation endangers or menaces the public health, safety or welfare, then in such event District shall have the right, upon twenty-four (24) hour prior written notice to Contractor, during the period of such emergency, to contract on a temporary basis with third parties to collect and transport any and all Solid Waste which Contractor would otherwise be obligated to collect and transport pursuant to this Agreement until the events or conditions of Force Majeure have terminated.

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

C. Contractor to Pay Increased Costs. All costs, fees, rates and other expenses incurred by the District and/or its third-party contractor that exceeded those which would have been incurred by the District had no such emergency arisen shall be the responsibility of the Contractor, and shall be paid to the District within thirty (30) days of Contractor's receipt of written notice to so pay accompanied by a complete explanation of the additional costs, fees, rates and other expenses incurred by Contractor.

SECTION 14 — PRIVACY

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

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

SECTION 15 — RECORDS AND ACCOUNTING

A. Financial Reporting. Contractor shall maintain a proper set of books and records on an accrual basis, and an annual financial statement in accordance with generally accepted accounting principles, accurately reflecting the business done by it under this Agreement. Contractor shall submit to the District each year a copy of its annual financial statement as soon it is received by Contractor, but in all events no later than four (4) months following the close of Contractor's fiscal year. Notwithstanding the foregoing, should Contractor seek an extraordinary rate adjustment or any other increase in its rates (other than a deflation/inflation adjustment under Section 18.C.), then Contractor shall provide the District as part of such rate adjustment application with an audited financial statement covering at least the prior full calendar year of Contractor's operations. If Contractor is a direct or indirect wholly owned subsidiary of another

corporation or other business entity, it may satisfy this requirement by delivering consolidated financial statements of its parent company.

B. Service Records. Contractor shall maintain all records relating to the services provided hereunder, including, but not limited to, customer lists, billing records, route maps, AB 939 records, and customer complaints for a period of three (3) years from the date of the generation of each such record. The District or its agent(s) shall have the right, upon ten (10) business days' advance notice, to inspect all maps, AB 939 records, Contractor's records, customer complaints, and other like materials of the Contractor which reasonably relate to Contractor's compliance with the provisions of this Agreement. Such records shall be made available to District at Contractor's regular place of business, but in no event outside of El Dorado County. Contractor shall further maintain and make available to District, records as to number of customers, total and by type, route maps/routing lists, service records and other materials and operating statistics in such manner and with such detail as District may require. District shall treat the information required by this paragraph that affects the competitive position of the Contractor as confidential information to the extent permitted by law. District shall not make or retain copies or photocopies containing information set forth in Contractor's confidential business records.

C. Underpayment of Franchise Fees. Should any examination or audit of Contractor's records reveal an underpayment of any fee required under this Agreement, the amount of such underpayment shall become due and payable to District no later than thirty (30) days after written notice of such underpayment is sent to Contractor by District. Should an underpayment of more than two percent (2%) be discovered, Contractor shall bear the entire cost of the District's audit or examination, and said cost shall not be recoverable through rate setting.

D. Examination of Financial Records.

(1) The information required by this Section shall pertain to Contractor's operations covered and regulated by this Agreement, and nothing contained herein shall require the Contractor to provide the District with information pertaining to the Contractor's or its Affiliates' operations which are not regulated by the District, except in conformance with this Section.

(2) Whenever Contractor seeks an extraordinary rate adjustment or any other increase in rates (other than a deflation/inflation adjustment under Section 18.C. below), the District's agent shall be entitled to examine the books, records and financial statements of Contractor and its Affiliates pertaining to operations regulated by the District under this Agreement for the sole purpose of gathering information necessary to allow the agents to ascertain whether claimed expenses are competitive, fair, and reasonable, and to assess the reasonableness of any transactions between Contractor and any of its Affiliates, and to assess the reasonableness of Contractor's requested adjustment to the rates. A transaction shall be deemed to be reasonable if, in the judgment of District's agent, the price for any goods or services provided by an Affiliate to Contractor represent an established going market price for such goods or services.

(3) Any information gained from examination of records under this Section pertaining to operations regulated or not regulated by the District shall be treated by the District and its agents as confidential information. District's agents shall prepare a confidential report regarding the results of such examination of Contractor's operations and transactions with Affiliates. District's agent shall issue its report on Contractor's operations and Contractor's transactions with Affiliates to District's counsel, and said report shall remain confidential, except that the dollar amount and general description of any costs that District's agent recommends be disallowed shall be disclosed to District's Board. If Contractor appeals the conclusions of said report to District's Board, Contractor shall decide what portions, if any, of said report shall be disclosed to the District's Board. District's Board shall then consider Contractor's appeal, but may, in its discretion, deny said appeal if inadequate information has been disclosed to District's Board to make an informed decision on the appeal.

(4) For purposes of this Section 15.D., "agent" shall mean an independent certified public accountant or public accountancy firm or other independent agent designated by District.

E. Public Records. Nothing in this Section will prevent District from allowing public access to District's records as provided for under the California Government Code, and in the event any dispute arises as to the public access to information provided by the Contractor under the terms of this Agreement, the District shall, in its discretion, provide public access to said information according to law or tender the defense of any claims made against the District concerning said information to Contractor. Prior to releasing any information pursuant to this paragraph, District shall make a good faith effort to notify Contractor of the intended release and give the Contractor a reasonable opportunity to seek a protective order preventing the disclosure of such information.

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

SECTION 16 — REPORTS AND ADVERSE INFORMATION

A. Annual Reports. Upon request by the District, within one hundred and twenty (120) days after the close of Contractor's fiscal year (Contractor's fiscal year ends on December 31st of each year), Contractor shall submit to the District a written annual report, in a form approved by the District, including, but not limited to, the following information:

(1) A summary of the previous year's activities (or in the case of the initial year, the initial year's activities), including, but not limited to, service begun or discontinued during the reporting year, and the number of customers for each class and level of service;

(2) A revenue statement setting forth quarterly Franchise Fees, and the basis for the calculation thereof, certified under penalty of perjury by an officer of Contractor; and

(3) A list of Contractor's officers and members of its Board.

B. Adverse Information. Contractor shall provide District with two (2) copies of all reports or other material adversely reflecting on Contractor's performance under this Agreement, submitted by Contractor to the California or U.S. EPA, the CIWMB, or any other Federal, state or county agency. Copies shall be submitted to District simultaneously with Contractor's filing of such materials with said agencies. Contractor's routine correspondence to said agencies need not be automatically submitted to District, but shall be made available to District upon written request, as provided in this Section.

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

(2) Contractor shall submit to the District such other information or reports in such form and at such times as the District may reasonably request or require.

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

C. AB 939 Requirements. During the term of this Agreement, Contractor shall submit to District quarterly, within forty-five (45) days after the end of each calendar quarter, and more often if required by law, information concerning District's diversion results and any information reasonably required by the District to meet its reporting obligations, if any, imposed by AB 939, and the regulations implementing AB 939, in a manner approved by the District. Contractor agrees to submit such reports and information on computer discs, or by model, in format compatible with District's computers, if practicable. The Contractor agrees to render all reasonable cooperation and assistance to the District in meeting the requirement of the District's source reduction and Recycling element and non-disposal facility element.

D. Waste Audits.

(1) Contractor shall conduct waste audits at the request of District where such waste audits are necessary to enable District to comply with the requirements of Federal or State law.

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

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

(4) A copy of the audits shall be provided by the Contractor to the customer, the District, and to Contractor's own files.

SECTION 17 — REVIEW OF PERFORMANCE AND QUALITY OF SERVICE

A. Performance Review. From time to time, at its sole discretion, District may examine Contractor's operation in order to evaluate whether or not the Contractor is operating at a satisfactory level of efficiency and customer satisfaction. Contractor agrees to cooperate in any such examination, and shall permit District's representatives to inspect, at Contractor's principal place of business, such information pertaining to Contractor's obligations hereunder as District may require, including, but not limited to, such things as customer inquiry records, collection routes and equipment records. Access to Contractor's records shall be subject to Section 14.

B. Public Hearing. At District's sole option, within ninety (90) days of the first anniversary of the Commencement Date of this Agreement, and each year thereafter throughout the term of the Agreement, District may hold a public hearing at which the Contractor shall be present and shall participate, to review the Contractor's performance and quality of service. The reports required by this Agreement regarding customer complaints shall be utilized as the basis for review. In addition, any customer may submit comments or complaints during the review meetings, either orally or in writing, and they shall be considered.

C. Report on Performance. Within thirty (30) days after the conclusion of the public hearing, District shall issue a report with respect to the adequacy of performance and quality of service.

D. Website. Contractor shall maintain any Website containing information concerning the conditions of service, including, but not limited to, rates, fees, charges, service options, payment options, discounts (if any), days of collections, the amount and manner of refuse to be collected, service level and inquiry/complaint procedures, including the name, address and local telephone number of Contractor. Contractor shall notify the District and its customers of the address of its Website.

SECTION 18 — COMPENSATION

A. Contractor Rates. Contractor shall provide all management, supervision, personnel, materials, equipment, utilities, services, supplies and all other things necessary to perform all services, obligations, covenants and other acts required of Contractor under this Agreement for the rates specified in Exhibit "B" as adjusted pursuant to this Section. Contractor

shall pay all real estate taxes and assessments, general or special, ordinary or extraordinary, of every name, nature and kind whatsoever, and any possessory interest tax, which may be levied, assessed, charged or imposed, or may be or become a lien or charge upon any of the buildings, improvements, equipment or other real or personal property of the Contractor. Contractor shall not receive any form of payment or other consideration from the District for its performance under this Agreement except for the grant of the exclusive franchise provided in this Agreement. Contractor instead shall look solely to its customers in the Franchise Area for payment for all of Contractor's services and performance hereunder.

(1) District's Power. To the extent that Contractor's rates are established by this Agreement and are subject to automatic rate adjustments for deflation/inflation under Section 18.C., the terms of this Agreement shall govern the setting of Contractor's rates. The Board shall set and regulate all other rates and charges by Contractor for any and all services and activities it performs or engages in the Franchise Area.

(2) Extra Charges. Contractor shall not impose extra charges on Customers for extra service or for other reasons, except where expressly allowed by the Rate Schedule approved by the Board.

B. Time for Rate Settings and Rate Settings Procedure. Other than increases/decreases for inflation governed by Section 18.C., the Board shall set the rates to be charged by Contractor pursuant to this Agreement annually at the beginning of each Operating Year (commencing with July 1, 2008), unless a longer period is agreed on by the District and Contractor. Contractor shall submit a written request to the Board for a rate adjustment no earlier than January 1st and no later than April 1st prior to the commencement of each new Operating Year. Increases and decreases in Contractor's rates for inflation/deflation are not governed by this Section 18.B. but instead are governed by Section 18.C.

The Contractor shall provide written notice to each rate payer in a form approved by the District, of the time, date and place of each hearing set by the Board to set rates. Contractor shall provide said notice at least ten (10) but no more than sixty (60) days prior to such date.

Contractor expressly assumes the risk that its costs may be higher than the rates in this Agreement shall provide compensation for, or that its revenues may be lower than projected.

By this Agreement, neither the District nor its Board or employees or consultants agree, guarantee or warrant that Contractor will achieve reimbursement for all of its operating costs or pass-through costs, or that Contractor will achieve any profit margin

C. Inflation/Deflation and Fuel Surcharge Adjustment. Provided that Contractor has satisfied the performance criteria set forth on Exhibit "C," then in addition to any rate changes approved pursuant to Section 18.B., Contractor's rates for services described in Exhibit "B" (but exclusive of Franchise Fees) shall be automatically adjusted, upward or downward, annually, effective July 1st of each year during the Term of this Agreement, commencing on July 1, 2008, based on the increase or decrease of the Consumer Price Index – All Items – for the State of California, published by the US Bureau of Labor Statistics ("CPI") during the most recent twelve (12) month period ending no later than December 31st of the calendar year preceding the

upcoming Operating Year. Thus, if the CPI increased three percent (3%) from January 1, 2007, through December 31, 2007, then Contractor's rates in Exhibit "B" would automatically be subject to a three percent (3%) increase effective as of July 1, 2008.

The rates charged by Contractor hereunder are subject to a fuel surcharge ("Fuel Surcharge") of 3.75% as of the Commencement Date, which shall be added to the rates provided in Exhibit "B." The Fuel Surcharge reflects an adjustment to a fuel surcharge that was first established effective July 1, 2006, pursuant to an Agreement between Contractor and El Dorado County (the "County Agreement"), which County Agreement governed Contractor's provision of solid waste collection and disposal services to residents of the District prior to the Commencement Date. The Contractor and the District wish to preserve the amount and method of calculation of the Fuel Surcharge established under the County Agreement to ensure consistency of rates to customers in the Franchise Area. Therefore, in addition to any automatic adjustments in Contractor's rates pursuant to the first paragraph of this Section 18.C., the Fuel Surcharge shall be automatically adjusted, upward or downward, annually effective July 1st of each year during the Term of this Agreement, commencing on July 1, 2008, based on the increase or decrease of the #2 Diesel Fuel component of PPI Commodity Data published by the US Bureau of Labor Statistics ("PPI") from the amount of such component included in the May 2006 PPI, which amount was 239.6. Thus, if at April 30, 2008, the #2 Diesel Fuel component of the PPI was 250, the Fuel Surcharge would be increased to 3.914% effective July 1, 2008 ($250 - 239.6 = 10.4$; $10.4/239.6 = 4.34\%$; $3.75\% \times 4.34\% = 0.164\%$; $3.75\% + 0.164\% = 3.914\%$).

In the event either the CPI index or the PPI index is no longer published, the parties shall confer in good faith to select an alternative index and shall confirm their agreement on a substitute index in writing. If the parties are unable to agree on a substitute index, either party may submit the selection of the substitute index to binding arbitration before a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. All percentages shall be computed to the third decimal place and the change in Contractor's rates shall be calculated to the nearest cent (\$.01).

D. Adjustments for Extraordinary Circumstances. In addition to the adjustment mechanisms set forth in Sections 18.B. and 18.C. above, the Contractor may request an adjustment to Contractor's rates for services described in Exhibit "B," under the following extraordinary circumstances: (i) any changes in federal, state, or local laws or regulations that result in an increase in Contractor's costs, including but not limited to the imposition of new or the increase to existing governmental taxes or fees; and (ii) in the event that unforeseen circumstances arise which materially affect Contractor's costs or revenues under this Agreement, including but not limited to material increases or decreases in the cost of fuel. The Contractor's application for an extraordinary rate adjustment shall include a statement of the amount of the requested rate adjustment, the basis therefor, and all financial and other records on which Contractor relies for its claim that Contractor's costs have increased. District staff shall promptly review Contractor's rate application and notify Contractor if its application is complete or whether District staff wishes to review and/or audit any additional documents or information reasonably related to the requested increase before submitting the matter to the Board for their consideration. Rate adjustments made under this Section 18.D. may be requested by Contractor at any time during the course of an Operating Year; provided, however, that Contractor may not request more than two (2) adjustments due to extraordinary circumstances per Operating Year.

The Board shall review and consider approval of adjustment requests under this Section 18.D. in its discretion; provided, however, that such approval shall not be unreasonably withheld. The Board shall review and consider such requests within a reasonable period of time after the complete submittal by Contractor of its application for an extraordinary rate adjustment and after the District has had a reasonable period of time to request, review and audit any applicable financial records of Contractor and/or its Affiliates. The Board may grant Contractor's requested rate adjustment or, based on the information presented, make increase or decrease Contractor's rates in amounts differing from Contractor's request. The adjusted rates, if approved by the Board, shall go into effect thirty (30) days after such approval or at such other time as established by the Board. The notice provisions of the second paragraph of Section 18.B. shall apply to Board review of rate adjustments under this Section 18.D.

E. Resolution of Issues Regarding the Rate Adjustments. Any issue regarding rates, or the computation thereof, or any other question regarding Contractor's reimbursement for fees, special services or extraordinary costs shall be decided by the Board. The rates in effect at the time any issue or dispute is submitted to the Board shall remain in effect pending resolution of any issue or dispute. The effective date of any dispute resolution, whether retroactive or prospective, shall reasonably be determined by the Board.

F. Billing and Payment.

(1) Contractor shall bill all customers for all services, whether regular or special. Contractor shall provide itemized bills, distinctly showing charges for all classifications of services, including the charges for late payment and tipping fees. The Contractor shall also collect and remit to District any AB 939 fees and other surcharges imposed by the Board on customers within the Franchise Area. Billings may be made no less frequently than every quarter and may be mailed at the beginning of the billing period for all services to residential and commercial customers.

(2) District may, at District's sole option, upon such terms and conditions as may be mutually agreed upon between the parties, elect to bill the residents for Solid Waste collection. If District elects to do so, mutually agreed upon guidelines will be established and amended into this Agreement.

G. Refunds. Contractor shall refund to each customer, on a pro-rata basis, any advance service payments made by such customer for services not provided when service is discontinued by the customer after reasonable advance written notice or for service not provided by Contractor due to no fault of the customer.

H. Recyclable Revenues. As further compensation to Contractor for its services under this Agreement, Contractor shall be entitled to receive and retain all revenues from the sale of Recyclable Materials received by Contractor from its customers.

SECTION 19 — COLLECTION EQUIPMENT

A. Vehicle Standards. Contractor shall provide an adequate number of vehicles and equipment for the collection and transportation services for which it is responsible under this Agreement. All vehicles used by Contractor under this Agreement shall be registered with the

Department of Motor Vehicles of the State of California, shall be kept clean and in good repair, and shall be uniformly painted. Solid waste collection vehicles shall be washed such that they are maintained in a reasonably clean and sanitary condition. Contractor's name, telephone number and vehicle number shall be visibly displayed on its vehicles. Loads shall be kept completely covered at all times except when material is being loaded or unloaded, or when vehicles are in the process of collection. Collection vehicles shall be designed and operated while in route in such a manner as to prevent Solid Waste, including leachate and garbage juice, from leaking, escaping or spilling. Any spillage of materials shall be immediately cleaned up by Contractor at Contractor's sole expense. The equipment of Contractor used under this Agreement shall be subject to inspection by District on a semi-annual basis but shall not be subject to any permit fees therefor.

B. Equipment List. Upon execution of this Agreement and at least annually thereafter, the Contractor shall provide the District a written list of all equipment (including trucks and containers) being used within the Franchise Area, including make and model, age, mileage or hours of operation and type of vehicle.

SECTION 20 — PUBLIC ACCESS TO CONTRACTOR

A. Office Hours. Contractor's office hours shall be, at a minimum, from 8:00 a.m. to 5:00 p.m., Monday through Friday. An adequate number of customer service representatives of Contractor shall be available during office hours for communication with the public in person and by telephone at Contractor's principal office in Diamond Springs, or such other location within El Dorado County as Contractor shall establish. Contractor shall also provide District with an emergency telephone number for use during other than normal business hours. Contractor shall have a representative or answering service available at said after-hours telephone number during all hours other than normal office hours.

B. Withholding of Service. Service may, at Contractor's option, be withheld during any period in which bills for prior service remain delinquent, such bills becoming delinquent forty-five (45) days after the end of each full month for which services have been rendered. Contractor shall notify the Customer and the District in writing fifteen (15) days before stopping service to any customer of the customer's name, address and phone number, and the amount and time covered by all unpaid bills for Contractor's services. Customers whose service is being withheld shall nevertheless continue to be responsible for rates charged during the period in which service is withheld, and shall be subject to an additional charge of one percent (1%) per month or portion thereof that their accounts are more than forty-five (45) days past due. Contractor shall be entitled to a reinstatement fee in an amount approved by the District for reinstating service after such customers bills are brought current. District shall use reasonable efforts to cause delinquent accounts to be collected by causing past due amounts to be included in property tax bills; the reinstatement fee shall cover the District's cost of doing so.

C. Service Complaints.

(1) All customer complaints shall be directed to Contractor. Contractor shall record all complaints received by mail, by telephone, or in person (including date, name, address of complainant and nature of complaint). Contractor agrees to use reasonable

efforts to resolve all complaints by the close of business of the second business day (waste collection) following the date on which such complaint is received. Service complaints may be investigated by the District. Unless a settlement satisfactory to the complainant and the Contractor is reached, the complainant may refer the matter to the District for review.

(2) Contractor will maintain records listing the date of customer complaints, the customer, describing the nature of the complaint or request, and when and what action was taken by the Contractor to resolve the complaint. All such records shall be maintained for a period of twenty-four (24) months and shall be available for inspection by the District.

D. Regular Meetings with District. At the reasonable request of District, Contractor shall meet with the District to discuss matters of mutual concern, including, but not limited to, problems in Contractor's service, compliance with AB 939 and future planning. The person attending these meetings on behalf of Contractor shall be vested with sufficient authority to make decisions binding on Contractor.

SECTION 21 — CUSTOMER COMPLAINTS

A. Ombudsman. The Contractor shall appoint an Ombudsman to deal with unresolved Customer complaints.

B. Non-Collection Tags. When Solid Waste is not collected from any customer other than due to withholding of service pursuant to Section 20.B., the Contractor shall notify its customer as to why that collection was not made, and shall attach tags approved by the District to the waste not so collected which clearly identify the reasons for such non-collection. District shall approve in advance Contractor's written procedures for determining when not to collect Solid Waste, and Contractor shall adhere to these approved written procedures in making such determinations and placing Non-collection Tags on a customer's Solid Waste container.

C. District Review of Complaints. A customer dissatisfied with Contractor's decision regarding a complaint may ask the District to review the complaint. To obtain this review, the customer must request District's review within thirty (30) days of receipt of Contractor's response to the complaint, or within forty-five (45) days of submitting the complaint to the Contractor if the Contractor has failed to respond to the complaint. The District may extend the time to request its review for good cause.

D. Remedy. The District shall determine if the customer's complaint is justified, and if so, what remedy, if any, shall be imposed. The remedy under this Section shall be limited to rebate of customer charges related to the period of breach of any of the terms of this Agreement.

SECTION 22 — SERVICE EXCEPTIONS: HAZARDOUS WASTE NOTIFICATIONS

A. Compliance With Hazardous Waste Laws. The parties hereto recognize that federal, state and local agencies with responsibility for defining Hazardous Waste and for regulating the collection, hauling or disposal of such substances are continually providing new

definitions, tests and regulations concerning these substances. Under this Agreement it is Contractor's responsibility to keep current with the regulations and tests on such substances, and to identify such substances, and to comply with all federal, state, and to the extent not inconsistent with this Agreement, local regulations concerning such substances. Contractor shall make every reasonable effort to prohibit the collection and disposal of Hazardous Waste in any manner inconsistent with federal and state law. Contractor shall have no duty or responsibility to collect or manage Hazardous Waste, other than as explicitly set forth in this Agreement.

B. Notices to Agencies regarding Toxics. Contractor has represented to District that Contractor will carry out its duties to notify all agencies with jurisdiction, including the California Department of Toxic Substances Control and local emergency response providers, and, if appropriate, the National Response Center, of reportable quantities of Hazardous Waste, found or observed by Contractor in Solid Waste anywhere within the District, including on, in, under or about District's property, including streets, easements, right of ways and District's waste containers. In addition to other required notifications, if Contractor observes any substances which it or its employees reasonably believe or suspect to contain Hazardous Wastes unlawfully disposed of or released on District's property, including streets, storm drains, or public right of ways, Contractor will also immediately notify the District.

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

D. No Collection or Disposal of Hazardous Waste. Except as provided in this subsection, Contractor shall not knowingly collect, handle, process, transport, arrange for the transport of or dispose of Hazardous Waste pursuant to this Agreement.

E. Hazardous Waste Program. Notwithstanding subsection 22.D. above, Contractor agrees to provide, upon District's request and with appropriate fee reimbursement, a program for residents in Contractor's Franchise Area, identifying Hazardous Waste and complying with all federal, state, and to the extent not inconsistent with this Agreement, local statutes and regulations dealing with Hazardous Waste. Subject to permitting, said program shall include, and be expanded to include, collection of all items listed on Exhibit "B," attached hereto and incorporated into this Agreement, which list may be amended from time to time by the District.

SECTION 23 — INDEMNIFICATION

A. Indemnification of District. Contractor shall protect, defend (with counsel selected by Contractor and reasonably acceptable to District), indemnify and hold harmless District, its board members, officers, directors, employees, agents, consultants, successors and assigns (hereinafter "District Indemnified Parties") from and against any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, District employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with the Contractor's services, operations, or performance hereunder,

regardless of the existence or degree of fault or negligence on the part of the District Indemnified Parties, except for the sole active negligence of the District, its officers and employees, or as expressly prohibited by statute. This duty of Contractor to indemnify and save the District Indemnified Parties harmless includes the duties to defend set forth in California Civil Code Section 2778.

B. Hazardous Substance Indemnification. Contractor shall protect, defend (with counsel selected by Contractor and reasonably acceptable to District), indemnify and hold harmless the District Indemnified Parties from and against all claims for actual damages (including, but not limited to, special and consequential damages), natural resources damages, punitive damages, restitution, injuries, costs, response costs, remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including, but not limited to, attorneys and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, the District Indemnified Parties, arising out of or resulting from any repair, cleanup, detoxification, or preparation and implementation of any removal, remedial, response, closure, corrective action or other plan (regardless of whether undertaken due to governmental action), concerning the release or threatened release of any hazardous substance or Hazardous or municipal Solid Waste at any place where Hazardous or Solid Waste is or has been transported, transferred, processed, stored, disposed or has otherwise come to be located by Contractor pursuant to the Agreement, which may result in a release of Hazardous Waste or hazardous substances into the environment. As used herein, the phrases "hazardous substance" and "Hazardous Waste" shall coincide with the broadest definition thereof contained in any present or future federal or state laws. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA and California Health and Safety Code Section 25364, to defend, protect and hold harmless and indemnify the District Indemnified Parties from liability. This provision shall survive the termination of this agreement between the Contractor and the District. The foregoing indemnity shall not have any dollar limitation. The foregoing indemnity is for the exclusive benefit of the District Indemnified Parties and in no event shall such indemnity inure to the benefit of any third-party.

The foregoing indemnity shall not apply with respect to (1) any Hazardous Waste or hazardous substance generated by the District and delivered by the District to Contractor; or (2) the disposal or release of hazardous substances or Hazardous Waste, which disposal or release has resulted from the negligence or willful misconduct of District. This indemnity shall include and cover all activities of Contractor under the Prior Agreements. Nothing in these exclusions shall be deemed a waiver of any other rights or claims the District may have against the Contractor independent of this indemnity.

SECTION 24 — GENERAL PROVISIONS

A. Force Majeure. Contractor shall not be in default under this Agreement in the event that the collection, processing, transportation and/or disposal services of Contractor are temporarily interrupted or discontinued for reasons outside of the reasonable control of the Contractor, including, but not limited to, riots, wars, sabotage, civil disturbances, acts of terrorism, insurrection, explosion, natural disasters such as floods, earthquakes, landslides and

fires, strikes, lockouts and other labor disturbances, excessive snow, acts of God, or other similar or dissimilar events which are beyond the reasonable control of Contractor. Other events do not include the financial ability of the Contractor to perform or the failure of the Contractor to obtain any necessary permits or licenses from any other governmental agencies, or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Contractor. In the event a labor disturbance interrupts collection, transportation and/or disposal of Solid Waste by Contractor as required under this Agreement, District may elect to exercise its rights under Section 13 of this Agreement.

B. Independent Contractor. Contractor is an independent contractor, and not an officer, agent, servant or employee of District. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between District and Contractor. Neither Contractor nor its officers, employees, agents nor subcontractors shall obtain any rights to retirement or other benefits which accrued to District's employees.

C. Right of Entry. Contractor shall have the exclusive right, until written notice revoking permission to pass is delivered to Contractor, to enter or drive on any private street, court, place, easement or other private property for the purpose of collecting or transporting Solid Waste pursuant to this Agreement.

D. Law to Govern: Venue. The law of the State of California shall govern this Agreement in the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of El Dorado. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Eastern District of California.

E. Fees and Gratuities. Contractor shall not, nor shall it permit any agent, employee or subcontractor employed by it, to request, solicit, demand or accept, either directly or indirectly, any compensation or gratuity for the collection of Solid Waste otherwise required to be collected under this Agreement, provided that Contractor's employees may accept unsolicited holiday gifts from customers.

F. Prior Agreements and Amendments. No amendment of this Agreement shall be valid unless in writing duly executed by the parties. This Agreement contains the entire agreement between the parties, and no promises, representations, warranty or covenant not included in this Agreement have been or are relied upon by either party. This Agreement is intended to supersede and replace all prior agreements between the parties, except as otherwise specifically provided in this Agreement.

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

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

To District: Tammy Mefford, General Manager
Cameron Park Community Services District
3200 Country Club Drive
Cameron Park, CA 95682
Facsimile: (530) 677-2201

To Contractor: Susan Farris, District Manager
El Dorado Disposal Services
P.O. Box 1270
Diamond Springs, CA 95619
Facsimile: (530) 626-5218

or to such other address as either party may from time to time designate by notice to the other given in accordance with this Section. Notice shall be deemed effective on the date personally served or sent by telecopier or, if mailed, three (3) business days from the date such notice is deposited in the United States mail.

I. Savings Clause And Entirety. If any non-material provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

J. Exhibits Incorporated. Exhibits "A" through "C" are attached hereto and incorporated in this Agreement by reference.

K. Joint Drafting. This Agreement was drafted jointly by the parties to the Agreement.

L. Judicial Review. Nothing in this Agreement shall be construed to prevent either party from seeking redress to the Courts for the purposes of legal review of administrative proceedings in regard to the rate setting or the District's actions taken pursuant to this Agreement, or for the purpose of interpreting or enforcing the provisions contained in this Agreement.

M. Police Powers. Nothing in this Agreement is intended to or may limit The District's authority pursuant to its police power.

N. Successors and Assigns. Subject to the other terms and conditions herein, this Agreement shall be binding upon and inure to the benefit of the respective successors, permitted assigns, administrators and trustees of the District and Contractor.

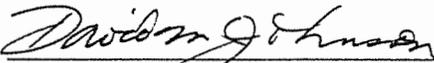
O. Survival. All confidentiality and indemnification provisions of this Agreement shall survive this Agreement.

P. Administrator. The District Officer or employee with responsibility for administering this Agreement is Tammy Mefford, General Manager, or her click save Successor.

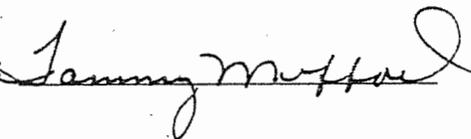
[Signature Page Immediately Follows]

IN WITNESS THEREOF, District and Contractor have executed this Agreement
this 21st day of February, 2008.

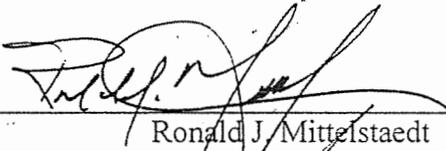
CAMERON PARK COMMUNITY SERVICES
DISTRICT

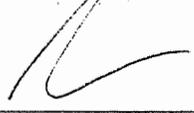
By: 
President, Board of Directors

ATTEST:
Clerk of the
Board of Directors

By: 

WASTE CONNECTIONS OF CALIFORNIA,
INC., d/b/a El Dorado Disposal Services

By: 
Its: Ronald J. Mittelstaedt
Chief Executive Officer

By: 
Its: Robert D. Evans
Secretary

**FIRST AMENDMENT
 TO
 SOLID WASTE SERVICES AGREEMENT
 BETWEEN
 CAMERON PARK COMMUNITY SERVICES DISTRICT
 AND
 WASTE CONNECTIONS OF CALIFORNIA, INC., doing business as EL DORADO
 DISPOSAL SERVICES**

This First Amendment to the Solid Waste Services Agreement (this "Amendment") between the Cameron Park Community Service District (the "District") and Waste Connections of California, Inc., a California corporation, doing business as El Dorado Disposal Services ("Contractor"), is entered into this 20th day of October, 2010, in connection with the collection, transportation and disposal of Solid Waste.

RECITALS

WHEREAS, the District and Contractor entered into that certain Solid Waste Services Agreement in 2008 (the "Agreement") to provide for mandatory solid waste collection in the District; and

WHEREAS, the District and Contractor wish to amend the Agreement in certain respects to, among other things, clarify the types of services to be provided pursuant to the Agreement and to alter the rate structure for services under the Agreement.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE TO AMEND THE AGREEMENT, AS FOLLOWS:

1. **Amendments to Section 6.** The following is added to the Agreement as new Sections 6.J, 6.K, 6.L and 6.M:

"J. Participation in RecycleBank Program. For the shorter of (i) the remainder of the Initial Term and (ii) so long as Contractor continues to participate in the RecycleBank program with regard to the District, Contractor shall offer the RecycleBank program to all residential units located in the District and served pursuant to this Agreement. This program offers incentives, in the form of discounts to local businesses and opportunities to contribute RecycleBank credits to various educational and charitable organizations, to District residents in proportion to the quantity of Recyclables Recycled through Contractor. Contractor shall use commercially reasonable efforts to maintain its affiliation with the RecycleBank program and to continuously offer such program to all residential units located in the District and served pursuant to this Agreement.

K. Regular Collection of Green Waste. Contractor shall collect Green Waste from 96-gallon Contractor-provided containers, as placed for collection by the customer. Standard collection service shall be automated collection from the curb, unless another method is approved by the District; provided, however, that

the District's approval will not be unreasonably withheld, conditioned or delayed. Any excess Green Waste that does not fit within (i) the closed lid of the authorized Green Waste container(s), and (ii) two (2) thirty (30) gallon drawstring plastic bags, shall be deemed excess material and shall be subject to the excess charges as described and limited by Exhibit "B".

L. Free Drop-Off Locations. In addition to the regular collection service provided for in Section 6.K and the periodic Green Waste clean-up days provided for in Section 6.M, residents of the District may also dispose of any excess Green Waste, free of charge, in the appropriate container(s) placed at either (i) Fire Station 89 located at 3200 Country Club Drive in the District, or (ii) Contractor's recycling center located at 4421 Latrobe Road in El Dorado Hills (the "Buy-Back Center"); provided, however, the parties agree and acknowledge that the California Department of Conservation (or any other applicable state, federal or local agency or department) may, through the adoption of rules, regulations or otherwise, limit how and when Contractor may operate such locations, and the parties hereby agree to abide by any and all of such limitations. The District hereby authorizes Contractor to place, maintain and service the applicable container(s) identified above at Fire Station 89. In an effort to increase the amounts and types of Recyclables that residents of El Dorado County (including, without limitation, residents of the District) may dispose of at the Buy-Back Center, Contractor agrees to use good faith and commercially reasonable efforts to relocate the Buy-Back Center to a location that is reasonably accessible to residents of El Dorado County (including, without limitation, residents of the District).

M. Green Waste Clean-Up Days. Four (4) times per year throughout the Initial Term, Contractor shall provide, in addition to regularly scheduled service, curbside collection of Green Waste pursuant to guidelines established by Contractor and approved by the District, for the disposal of Green Waste by Single-Family Units and Multi-Family Units in addition to each customer's normal collection service. The dates for each event shall be proposed by Contractor and approved by the District. Notwithstanding anything to the contrary in Section 6.K, Contractor may utilize manually loaded rear-load trucks in connection with the clean-up days provided for in this Section 6.M.

N. El Dorado County Solid Waste Management Issues. In a letter sent to the District, dated September 28, 2010, El Dorado County Supervisor John Knight set forth nine (9) questions and items relating to solid waste management in El Dorado County. A copy of that letter is attached hereto as Schedule "1" (the "Knight Letter"). If, during the Initial Term, the District believes it becomes necessary to address any of the questions or items presented in the Knight Letter, the District and Contractor hereby agree to meet and collaborate in good faith in order to assist the District in addressing any of such questions or items.

2. Amendment to Section 9.A. The termination date in Section 9.A is hereby deleted and the following date is substituted therefor: "February 28, 2023"

3. **Amendment to Exhibit "B"**. Exhibit "B" to the Agreement is hereby deleted in its entirety and replaced with Exhibit "B" attached hereto as Exhibit "B".

4. **Addition of Schedule "1"**. Schedule "1" attached hereto is hereby added to, and incorporated into, the Agreement as a new Schedule "1".

5. **Counterparts**. This Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

6. **Ratification**. All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Amendment, all references to the term "Agreement" in this Amendment and in the original Agreement shall include the terms contained in this Amendment.

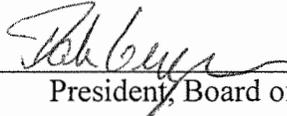
7. **Conflicting Provisions**. In the event of any conflict between the original terms of the Agreement and this Amendment, the terms of this Amendment shall prevail.

8. **Authorization**. Each party executing this Amendment represents and warrants that it is duly authorized to cause this Amendment to be executed and delivered.

[Signature Page Immediately Follows.]

IN WITNESS WHEREOF, the parties execute this Amendment as of the date first written above.

CAMERON PARK COMMUNITY SERVICES DISTRICT

By:  _____
President, Board of Directors

ATTEST:
Clerk of the
Board of Directors

By:  _____

WASTE CONNECTIONS OF CALIFORNIA, INC., d/b/a EL DORADO DISPOSAL SERVICES

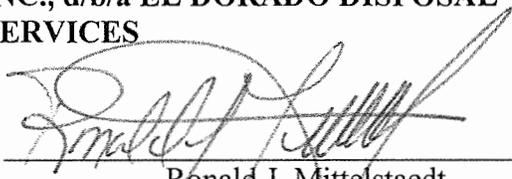
By:  _____
Ronald J. Mittelstaedt
Its: Chief Executive Officer

Exhibit "B"

Contractor Rates

Exhibit "B" Contractor Rates

Exhibit B

Proposed Rates Based on Extension as Proposed September 2010

CAMERON PARK

2010

Residential		Per Month	
32G		19.17	
64G		\$23.65	
64G SR		\$21.28	
96G		\$30.19	
96G SR		\$27.17	
RecycleBank		\$2.99	
RecycleBank SR (Senior Rate for Qualified Seniors)		\$1.50	
Each Additional Trash Toter is Double the 1x Rate			
Trip Charge	(For scheduled appointments not out. Bulky's / Cart repairs or swaps)	\$5.00	
Extra Trash Charge (each 32 gallon bag)			
		\$3.63	
Extra Trash Charge (non service day each bag)			
		\$9.26	
Roll Off		Rate/Haul	Per Ton Rate Tons Included Overage
	6 yard	\$142.04	\$1.00 \$76.36
	10 yard - Concrete Only	\$191.25	\$2.00 \$21.64
	20 yard - Yard Waste Only	\$229.97	\$3.50 \$40.24
	20 yard	\$365.17	\$3.50 \$76.36
	30 yard - Yard Waste Only	\$344.96	\$5.00 \$40.37
	30 yard	\$459.99	\$5.00 \$76.36
	40 yard	\$545.80	\$5.00 \$76.36
	50 yard	\$649.76	\$5.00 \$76.36
	Storage Container (monthly rate)	\$119.53	Delivery = \$57.79

Commercial	Per Week Pickup (with fuel surcharge)					
	1	2	3	4	5	6
1 Yard	\$82.14	\$164.27	\$246.42	\$328.56	\$410.70	\$492.84
1.5 Yard	\$123.21	\$246.41	\$369.62	\$492.82	\$616.03	\$739.24
2 Yard	\$142.23	\$284.46	\$426.69	\$568.92	\$711.14	\$853.39
3 Yard	\$212.42	\$424.83	\$637.24	\$849.65	\$1,062.07	\$1,274.48
4 Yard	\$279.49	\$558.98	\$838.47	\$1,117.97	\$1,397.46	\$1,676.95
5 Yard	\$349.36	\$698.74	\$1,048.10	\$1,397.46	\$1,746.83	\$2,096.20
6 Yard	\$419.25	\$838.47	\$1,257.71	\$1,676.95	\$2,095.99	\$2,515.43
8 Yard	\$534.97	\$1,069.95	\$1,604.90	\$2,139.87	\$2,674.85	\$3,209.81

Schedule "1"

Knight Letter

11/13/2004 09:37 FAX 5306265218

002/003

COUNTY OF EL DORADO

330 Fair Lane
 Placerville, CA 95667
 (530) 621-5390
 (530) 622-3645 Fax

SUZANNE ALLEN DE SANCHEZ
 Clerk of the Board



BOARD OF SUPERVISORS

JOHN R. KNIGHT
 District I
 RAY NUTTING
 District II
 JAMES R. SWEENEY
 District III
 RON BRIGGS
 District IV
 NORMA SANTIAGO
 District V

September 28, 2010

President Dale Gerger and
 Board of Directors
 Cameron Park Community Services District
 2502 Country Club Drive
 Cameron Park, CA 95682

Dear President Gerger and Board Members,

As District One Supervisor for El Dorado County, I am requesting that you and your Board postpone any extension or modification to your waste contract.

We at the county believe that solid waste management issues will become increasingly problematic in the coming decades and that is why the county is funding a county wide Solid Waste Management Plan and Standardized Rate Setting Methodology. These two studies will identify how we should set our rates and handle our solid waste county wide. This is why I am asking you and your board to join us in working towards a united county wide solution while maintaining individual identities.

These two studies will be made available to all franchisors and should assist you and your board in handling solid waste in Cameron Park.

If you decide to move forward without this information, I would like you to consider some of these questions and items.

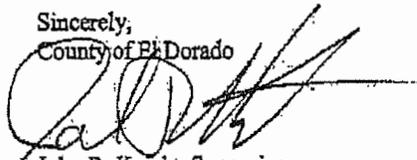
1. If the County develops a uniform rate methodology for all the franchisees, will the CPCSD and its hauler support the uniform rate methodology and incorporate the methodology into the Franchise Agreement?
2. Will the CPCSD require its hauler to utilize the County Material Recovery Facility (MRF), within the County, to process and control the waste stream with the goal of maintaining the State mandated diversion requirements?

President Gerger and Board Members
September 28, 2010
Page 2

3. Will the CPCSD require its hauler to guarantee compliance with the State mandated diversion requirements as the diversion level potentially increase over the next few years (possible 70% to 80% diversion mandate)?
4. If a West Slope Joint Powers Authority were created, would there be anything in the Franchise Agreement that would prohibit the CPCSD from participating in the West Slope Joint Powers Authority?
5. Will a new Franchise Agreement address mixed use (sustainable community development), multi-family residential recycling programs, and future mandated recycling programs?
6. Should the County develop a green waste infrastructure; will the CPCSD have the ability to require its hauler to utilize the County infrastructure versus long hauling the material to another facility outside of the County?
7. Will the Franchise Agreement be flexible and have the ability to meet the needs of the CPCSD for the next 20 years?
8. If a small volume transfer station were sited in the CPCSD area, in the distant future, would the CPCSD have the flexibility to negotiate with its hauler to service the transfer station needs or utilize the transfer station?
9. Should the County, in the future, require further segregation of the waste stream to maximize diversion opportunities, such as commercial organics/food waste, will the CPCSD have the ability to require its hauler to further segregate the waste stream?

Thank you for your consideration and we look forward to working with you and your staff on this very important issue.

Sincerely,
County of El Dorado



John R. Knight, Supervisor
District One

cc: Director Coze
Director Green
Director Johnson
Director Clarke
Fred Smith, General Manager

Per your request, the following are El Dorado Disposal Service's ("EDDS") responses to the nine questions and items raised by Mr. John R. Knight in his letter, dated September 28, 2010, to the Board of Directors (the "Board") of the Cameron Park Community Service District (the "CPCSD"). For ease of reference, in responding to each of Mr. Knight's questions and items, I have used the same numbering as Mr. Knight used in his letter.

1. The County has yet to develop a uniform rate methodology. The current contract between CPCSD and EDDS has a well-defined rate methodology, free from subjectivity, and costs nothing to implement or audit. When and if the County successfully develops a uniform rate methodology, the CPCSD may request a meeting with EDDS to discuss options in good faith as provided for in the first amendment to the franchise agreement.

2. Under the current franchise agreement, the CPCSD does not require EDDS to haul material to any particular disposal site. Rather, EDDS is merely required to dispose of material in accordance with all State and Federal regulations. If such a facility is ever built, the CPCSD may request a meeting with EDDS to discuss the costs and benefits to the CPCSD of such a move. Currently, the CPCSD is meeting the State-mandated diversion requirements and will continue to focus on new and improved programs to do so as agreed to by EDDS in the franchise agreement.

3. Section 5 of the current franchise agreement already requires EDDDS to comply with all laws and regulations and specifically addresses AB939. Furthermore, Section 5 specifically states that, from time to time, the franchise agreement may need to be amended in order to ensure EDDS' compliance with new laws and regulations.

4. There is nothing in the franchise agreement that prohibits the CPCSD from participating in a West Slope JPA.

5. While this is not a new franchise agreement, the current franchise agreement does consider changes to the agreement in the event that any laws or regulations change, which, as discussed above, is specifically provided for in Section 5 of the franchise agreement. In addition, EDDS has already established free multi-family recycling and commercial recycling and has begun piloting multi-family programs to determine best practices. In addition, all services are determined by the CPCSD Board and the CPCSD Board approves all services.

6. As provided for in the first amendment to the franchise agreement, should the County ever develop a green waste infrastructure, the CPCSD may request a meeting with EDDS to discuss in good faith a change in facility drop-off for organic material,. The CPCSD and EDDS are always looking at more economical ways to deal with organics.

7. Yes. Based on the nature of the franchise agreement and the fact that it was negotiated only two years ago, EDDS and the CPCSD believe that this agreement is flexible and has the ability to meet the needs of the CPCSD for the next 20 years. Sections 5, 16 and 20 consider future changes in State and Federal regulations to enable compliance.

8. If a small volume transfer station were sited in the CPCSD area, the CPCSD, as provided for in the first amendment to the franchise agreement, would have the flexibility to negotiate with EDDS.

9. The CPCSD has the ability to negotiate with EDDS in good faith to implement new programs to further increase diversion from the landfill as provided for in Sections 5, 6 and 16 of the franchise agreement.

SECOND AMENDMENT
TO
SOLID WASTE SERVICES AGREEMENT
BETWEEN
CAMERON PARK COMMUNITY SERVICES DISTRICT
AND
WASTE CONNECTIONS OF CALIFORNIA, INC., D/B/A
EL DORADO DISPOSAL SERVICES

This Second Amendment to Solid Waste Services Agreement (this "Amendment") by and between the Cameron Park Community Service District (the "District") and Waste Connections of California, Inc., d/b/a El Dorado Disposal Services ("Contractor"), is entered into this ____ day of July 2012, in connection with the collection, transportation and disposal of Solid Waste. All capitalized terms not otherwise defined herein have the meanings ascribed to them in the Agreement (as hereinafter defined).

RECITALS

WHEREAS, the District and Contractor entered into that certain Solid Waste Services Agreement, dated February 21, 2008, as amended (the "Agreement"), to provide mandatory solid waste collection in the District; and

WHEREAS, the District and Contractor wish to amend the Agreement in certain respects to provide for the provision of additional alternative service options.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties agree to amend the Agreement as follows::

1. Amendment to Exhibit "B". Exhibit "B" to the Agreement is hereby deleted in its entirety and replaced with Exhibit "B" attached hereto as Exhibit 1.
2. Agreement. Except as specifically amended by this Amendment, the terms and conditions of the Agreement prior to the date hereof shall remain in full force and effect. From and after the date of this Amendment, all references to the term "Agreement" in this Amendment and in the original Agreement shall include the terms contained in this Amendment.
3. Counterparts. This Amendment may be executed in any number of counterparts, any of which may be delivered via facsimile or PDF, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one instrument.
4. Authorization. Each party executing this Amendment represents and warrants that it is duly authorized to cause this Amendment to be executed and delivered.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

CAMERON PARK COMMUNITY SERVICES DISTRICT

By: Shivell Fritsch
Its: President
Name: Shivell Fritsch

ATTEST:

By: Denise Herrnberger
Its: Senior Accountant
Name: Denise Herrnberger

WASTE CONNECTIONS OF CALIFORNIA, INC., d/b/a EL DORADO DISPOSAL SERVICES

By: Jeff England
Its: District Manager
Name: Jeff England

EXHIBIT 1

Exhibit "B"

2012

Residential	Per Month
32G	\$22.15
32G Senior	\$19.65
64G	\$24.89
64G SR	\$22.39
96G	\$31.77
96G SR	\$28.59
RecycleBank	\$2.99
RecycleBank SR (Senior Rate for qualified Seniors)	\$1.50
Each Additional Trash Toter is Double the 1x Rate	
Trip Charge (For scheduled appointments not out. Bulkys/ Cart repairs or swaps)	\$5.13
Extra Trash Charge (each 32 gallon bag)	\$3.82
Extra Trash Charge (non service day each bag)	\$9.75
Extra Yardwaste (each 32 gallon bag after 2 bag Max)	\$3.82

Roll Off	Rate/Haul	Tons Included	Per Ton Rate Overage
6 yard	\$159.32	1.00	\$85.65
10 yard - Concrete Only	\$214.52	2.00	\$24.27
20 yard - Yard Waste Only	\$257.95	3.50	\$45.13
20 yard	\$409.61	3.50	\$85.65
30 yard - Yard Waste Only	\$386.93	5.00	\$45.28
30 yard	\$515.95	5.00	\$85.65
40 yard	\$612.21	5.00	\$85.65
50 yard	\$728.82	5.00	\$85.65
Storage Container (monthly rate)	\$134.07	Delivery = \$62.16	

Commercial	Per Week Pickup				(with fuel surcharge)	
	1	2	3	4	5	6
1 Yard	\$92.13	\$184.26	\$276.41	\$368.54	\$460.67	\$552.80
1.5 Yard	\$138.20	\$276.39	\$414.59	\$552.79	\$690.98	\$829.18
2 Yard	\$159.53	\$319.07	\$478.61	\$638.14	\$797.67	\$957.22
3 Yard	\$238.27	\$476.52	\$714.78	\$953.03	\$1,191.30	\$1,429.55
4 Yard	\$313.50	\$626.99	\$940.49	\$1,254.00	\$1,567.50	\$1,880.99
5 Yard	\$391.87	\$783.75	\$1,175.62	\$1,567.50	\$1,959.37	\$2,351.25
6 Yard	\$470.26	\$940.49	\$1,410.74	\$1,880.99	\$2,351.01	\$2,821.48
8 Yard	\$600.06	\$1,200.13	\$1,800.17	\$2,400.23	\$3,000.30	\$3,600.36
Extra Yardage per yd	\$	21.28				

**THIRD AMENDMENT
TO
SOLID WASTE SERVICES AGREEMENT
BETWEEN
CAMERON PARK COMMUNITY SERVICES DISTRICT
AND
WASTE CONNECTIONS OF CALIFORNIA, INC., doing business as EL DORADO
DISPOSAL SERVICES**

THIS THIRD AMENDMENT TO SOLID WASTE SERVICES AGREEMENT (this "Amendment") between the CAMERON PARK COMMUNITY SERVICE DISTRICT (the "District") and WASTE CONNECTIONS OF CALIFORNIA, INC., a California corporation, doing business as EL DORADO DISPOSAL SERVICES ("Contractor"), is entered as of September 1, 2020, in connection with the collection, transportation and disposal of Solid Waste. Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement (as defined below).

RECITALS

WHEREAS, the District and Contractor entered into that certain Solid Waste Services Agreement in 2008 (the "Original Agreement") to provide for mandatory solid waste collection in the District; and

WHEREAS, the District and Contractor entered into that certain First Amendment to Solid Waste Services Agreement in 2010 and 2012 (the "First Amendment" and "Second Amendment", together with the Original Agreement, the "Agreement") to provide for mandatory solid waste collection in the District; and

WHEREAS, the District and Contractor wish to amend the Agreement in certain respects to, among other things, clarify the types of services to be provided pursuant to the Agreement and to extend the term of the Agreement.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE TO AMEND THE AGREEMENT, AS FOLLOWS:

1. **Addition of New Section 3.H.** A new Section 3.H is hereby added to the Agreement and shall read in its entirety as follows:

"H. Ordinances to Enforce Agreement. The District shall use its best efforts to adopt new, or amend existing, ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, residents and customers, to comply with the provisions of this Agreement, including, without limitation, those provisions in the Agreement: (i) dictating the manner in which residents and customers are to place Solid Waste, Green Waste and Recyclable Materials out for collection; and (ii) granting exclusive service rights to Contractor."

2. **Amendment to Section 6.J.** Section 6.J of the Agreement is hereby amended and restated in its entirety to read as follows:

“[Intentionally deleted.]”

3. **Amendment to Section 6.K.** Section 6.K of the Agreement is hereby amended and restated in its entirety to read as follows:

“K. Regular Collection of Green Waste. Contractor shall collect Green Waste from 96-gallon Contractor-provided containers, as placed for collection by the customer. Standard collection service shall be automated collection from the curb, unless another method is approved by the District; provided, however, that the District’s approval will not be unreasonably withheld, conditioned or delayed. Any excess Green Waste that does not fit within (i) the closed lid of the authorized Green Waste container(s), and (ii) any combination of two (2): thirty (30)-gallon compostable paper lawn/leaf bags and/or bundles of Green Waste measuring not greater than three (3) feet x three (3) feet x eighteen (18) inches, shall be deemed excess material and shall be subject to the excess charges as described and limited by Exhibit “B”. Residents may not use plastic bags Green Waste placed in Green Waste containers or for excess Green Waste set out for collection pursuant to this Section 6.K. Residents of the District may request one (1) additional 96-gallon Contractor-provided container for excess Green Waste, and Contractor shall provide such additional container at the charge set forth in Exhibit “B”.”

4. **Amendment to Section 6.L.** Section 6.L of the Agreement is hereby amended and restated in its entirety to read as follows:

“L. Free Drop-Off Locations. In addition to the regular collection service provided for in Section 6.K and the periodic Green Waste clean-up days provided for in Section 6.M, residents of the District may also dispose of any excess Green Waste, free of charge, in the appropriate container(s) placed at Contractor’s new recycling center to be located at a location to be determined by Contractor (the “Buy-Back Center”); provided, however, the parties agree and acknowledge that the California Department of Conservation (or any other applicable state, federal or local agency or department) may, through the adoption of rules, regulations or otherwise, limit how and when Contractor may operate such locations, and the parties hereby agree to abide by any and all of such limitations.”

5. **Amendment to Section 6.M.** Section 6.M of the Agreement is hereby amended and restated in its entirety to read as follows:

“M. Green Waste Clean-Up Days. Two (2) times per year throughout the Term, Contractor shall provide, in addition to regularly scheduled service, curbside collection of Green Waste pursuant to guidelines

established by Contractor and approved by the District, for the disposal of Green Waste by Single-Family Units and Multi-Family Units in addition to each resident's normal collection service (each a "GW Clean-Up Day"). The dates for each GW Clean-Up Day shall be proposed by Contractor and approved by the District. Notwithstanding anything to the contrary in Section 6.K, Contractor may utilize manually loaded rear-end loader trucks in connection with the GW Clean-Up Days provided for in this Section 6.M. For each GW Clean-Up Day, each resident shall be limited to a maximum of any combination of thirty (30): thirty (30)-gallon compostable paper lawn/leaf bags and/or bundles of Green Waste measuring not greater than three (3) feet x three (3) feet x eighteen (18) inches. Residents may not use plastic bags for excess Green Waste disposed of on a GW Clean-Up Day."

6. **Amendment to Section 6.K.** Section 6.K of the Agreement is hereby amended and restated in its entirety to read as follows:

"[Intentionally deleted.]"

7. **Amendment to Section 9.A.** The termination date in Section 9.A of the Agreement is hereby deleted and the following date is substituted therefor: "June 30, 2033"

8. **Amendment to Exhibit "B".** Exhibit "B" to the Agreement is hereby deleted in its entirety and replaced with Exhibit "B" attached hereto as Exhibit "B".

9. **Amendment to Exhibit "C".** Exhibit "C" to the Agreement is hereby deleted in its entirety and replaced with Exhibit "C" attached hereto as Exhibit "C".

10. **Deletion of Schedule "1".** Schedule "1" attached to the First Amendment is hereby deleted in its entirety.

11. **Counterparts.** This Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

12. **Ratification.** All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Amendment, all references to the term "Agreement" in this Amendment and in the original Agreement shall include the terms contained in this Amendment.

13. **Conflicting Provisions.** In the event of any conflict between the original terms of the Agreement and this Amendment, the terms of this Amendment shall prevail.

14. **Authorization.** Each party executing this Amendment represents and warrants that it is duly authorized to cause this Amendment to be executed and delivered.

***[Remainder of Page Intentionally Left Blank;
Signature Page Immediately Follows.]***

IN WITNESS WHEREOF, the parties execute this Third Amendment to Solid Waste Services Agreement as of the date first written above.

**CAMERON PARK COMMUNITY SERVICES
DISTRICT**



By: _____

Name: Monique Scobey

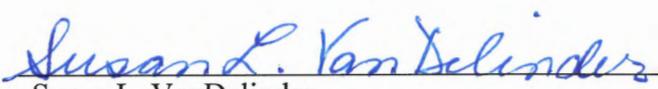
Title: President, Board of Directors

ATTEST:

Clerk of the Board of Directors

By:  _____
Niki Garrison, Board Clerk

**WASTE CONNECTIONS OF CALIFORNIA, INC.,
d/b/a EL DORADO DISPOSAL SERVICES**

By:  _____

Name: Susan L. VanDelinder

Title: Division Vice President

Exhibit "B"
To Solid Waste Services Agreement dated February 21, 2008, between
Cameron Park Community Services District
and
Waste Connections of California, Inc. d/b/a El Dorado Disposal services

CONTRACTOR RATES

CAMERON PARK CSD

2020 PRICE INCREASE - COMMON MONTHLY RATES

	Current	CPI	Recycle	MRF Rebuild	Change
35G CAN WEEKLY	\$ 26.40	\$ 27.26	\$ 27.58	\$ 28.43	\$ 2.04
35G CAN WEEKLY SR	\$ 19.17	\$ 19.80	\$ 20.12	\$ 20.74	\$ 1.57
64G CAN WEEKLY	\$ 29.52	\$ 30.48	\$ 30.80	\$ 31.76	\$ 2.24
96G CAN WEEKLY	\$ 37.36	\$ 38.58	\$ 38.90	\$ 40.11	\$ 2.75
3yd FEL 1x/wk	\$ 298.87	\$ 308.65	\$ 311.93	\$ 321.59	\$ 22.71
20yd RO	\$ 513.81	\$ 530.61	\$ 536.27	\$ 552.86	\$ 39.05

EXHIBIT “C”
To Solid Waste Services Agreement dated February 21, 2008, between
Cameron Park Community Services District
and
Waste Connections of California, Inc. d/b/a El Dorado Disposal services

PERFORMANCE CRITERIA

Contractor will be awarded points in accordance with the performance criteria listed below. A total of 105 points are available to Contractor. Each point is equal to 1% of any CPI rate increase request. In order to receive the full CPI rate increase annually, Contractor must be awarded a minimum of 100 points. In the event that Contractor is awarded less than 100 points the CPI will be reduced on a 1 point to 1% basis. For example, if Contractor requests a 3% CPI increase, but was only awarded 95 total points, the CPI increase request would be reduced by 0.15% (5% of 3% = 0.15%), resulting in Contractor being granted a 2.85% rate increase instead of the 3% requested. A total of 105 points have been offered to Contractor to serve as a cushion in the event that Contractor is unable to meet all performance criteria. In no event shall Contractor be awarded more than the CPI requested increase. For example, if Contractor requests a 3% CPI increase and was awarded 105 points, Contractor would only be granted the 3% rate increase.

Residential Outreach:

1. Contractor shall include three (3) billing inserts per year designed to educate residential customers about: (i) “closing their lids” on their carts; (ii) cart placement guidelines; (iii) the Buy-Back Center; (iv) the Household Hazardous Waste Program; and (v) any other program-specific information as discussed and agreed upon between the District and Contractor. All literature shall be made available for prior review by the District.

2. Contractor shall provide each new District resident with a “New Resident Packet”, which shall include information on: (i) “closing their lids” on their carts; (ii) cart placement guidelines; (iii) the Buy-Back Center; (iv) the Household Hazardous Waste Program; (v) the two annual cleanups; (vi) Contractor’s website; (vii) Vouchers; (viii) and any other program-specific information as discussed and agreed upon between the District and Contractor. All literature shall be made available for prior review by the District.

3. Provide six (6) bi-monthly updates for the District’s solid waste and recycling webpage to be completed by a reasonable date agreed upon by the District and Contractor.

4. Contractor shall work with residents and provide removal of items which are not allowed to be placed in bins during weekly pickup. For example: Batteries, bulky items and oil. A Bulky item includes a large item equivalent to one regular couch or appliance, one mattress and box spring set.

Each subsection listed above shall be awarded five (5) points per operating year on a pass or fail basis, in no event shall partial points or the total points awarded per subsection per year be in excess of five (5) points.

Commercial Outreach:

1. Contractor agrees to use commercially reasonable efforts to meet, in person, with at least four (4) commercial businesses each quarter to discuss: (i) their waste and recycling needs; (ii) assisting them in reducing their trash; and (iii) increasing their recycling, address customers potentially meeting the organic recycling requirement; and assisting them with their food/organic material recycling needs.

2. Each year during the term, Contractor shall provide at least three (3) printed outreach material to commercial businesses regarding: (i) recycling; (ii) emphasizing potential cost-saving opportunities; and (iii) providing waste audits as requested at least three audits. All literature shall be subject to prior review by the District.

3. Contractor shall include three (3) billing inserts per year educating commercial customers about: (i) approved waste streams; (ii) recycling opportunities; (iii) bin placement; (iv) extra charges for “overage”; and (v) any other information as discussed and agreed upon between the District and Contractor. All literature shall be made available for prior review by the District.

The three (3) subsections listed above shall be awarded a combined total of five (5) points per operating year on a pass or fail basis, in no event shall partial points or the total points awarded for all sections combined per year be in excess of five (5) points.

Community Event Outreach:

Contractor shall attend a minimum of four (4) Community Events. Contractor will provide information and outreach concerning refuse/waste activities, recycling education, rate or pick-up schedule changes, technological improvements related to waste/refuse management, incentive programs, and other related information. A typical way of meeting the performance expectation is to attend and setup an information station (*e.g.*, booth) with visual displays, handouts such as brochures and leaflets, and staffed appropriately to communicate with residents.

Five (5) points per event shall be awarded on a pass or fail basis, in no event shall partial points per event be awarded. The total points awarded per year for this section may not be in excess of forty (40) points.

Call Answer Rate:

Contractor shall answer customer calls within an average of one hundred eighty (180) Thirds, as measured by Contractor’s phone system and reported to the District. Contractor reporting shall include total number of calls, average hold time and average call length from all District residents. Call times shall be measured and averaged quarterly.

Five (5) points per quarter shall be awarded on a pass or fail basis; in no event shall partial points be awarded per quarter or total points awarded per year be in excess of twenty (20).

Customer and Litter Complaint Resolution:

Contractor shall on average correct 99.5% of valid customer complaints (including missed pick-up and litter complaints) per quarter for each Operating Year preceding the effective date of the price CPI adjustment within the time specified in Section 18.C of the Agreement, but only in so far as such complaints are capable of being corrected within such time period. Customer Complaint corrections shall be measured and averaged quarterly.

Five (5) points per quarter shall be awarded on a pass or fail basis; in no event shall partial points be awarded per quarter or total points awarded per year be in excess of twenty (20).

For purposes of this performance measure, the term “valid customer complaint” shall mean complaints where: (a) a customer contacts Contractor with a complaint; (b) Contractor’s customer service representative cannot satisfy/handle the complaint to the customer’s satisfaction; (c) the call is escalated to the attention of Contractor’s Office Manager or District Manager; and (d) Contractor is actually determined to be at fault with regard to such complaint; provided, however, that the term “valid customer complaint” shall exclude complaints about: (i) the rates charged by Contractor; and (ii) the pick-up day assigned by Contractor to the complaining customer.

Reporting:

All reports required to be filed by Contractor with the District pursuant to Section 16 of the Agreement shall be timely filed within the periods specified in that Section. In the event that Contractor does not submit reports to the District, no points for any criteria listed above will be awarded until all reports are submitted satisfactorily to the District.

Franchise Area Accounting:

Annual audit of jurisdictional customers shall be completed collaboratively with District staff prior to 120 days of consideration of a rate increase.

RESOLUTION No. 2020-18
of the Board of Directors
of the Cameron Park Community Services District
August 19, 2020

RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT
BETWEEN CAMERON PARK COMMUNITY SERVICES DISTRICT
AND WASTE CONNECTIONS OF CALIFORNIA, INC.,
DOING BUSINESS AS EL DORADO DISPOSAL SERVICES,
AND ESTABLISHING RATES FOR THE COLLECTION OF SOLID WASTE
WITHIN THE CAMERON PARK COMMUNITY SERVICES DISTRICT

WHEREAS, the Cameron Park Community Services District (District) and Waste Connections of California, Inc., doing business as El Dorado Disposal Services (EDD), have entered into a Franchise Agreement, including Amendments thereto (Agreement), for the collection of solid waste within the Cameron Park Community Services District; and

WHEREAS, EDD is proposing an Amendment to the Agreement between District and EDD to provide changed and enhanced services and extend the Agreement Term ten years to 2033 (Attachment 10A); and

WHEREAS EDD is entitled to request certain rate increases for CPI and Extraordinary Circumstances as outlined in the Agreement; and

WHEREAS, EDD has met or exceed Performance Standards, a qualifying condition for a rate adjustment; and

WHEREAS, EDD is requesting a Rate Adjustment as depicted below;

	Current Rate	add CPI Adjust	add Recycle Adjust	add MRF Rebuild New Proposed Rate	Total Change
35G CAN WEEKLY	\$ 26.40	\$ 27.26	\$ 27.58	\$ 28.43	\$ 2.04
35G CAN WEEKLY SR	\$ 19.17	\$ 19.80	\$ 20.12	\$ 20.74	\$ 1.57
64G CAN WEEKLY	\$ 29.52	\$ 30.48	\$ 30.80	\$ 31.76	\$ 2.24
96G CAN WEEKLY	\$ 37.36	\$ 38.58	\$ 38.90	\$ 40.11	\$ 2.75
3yd FEL 1x/wk	\$ 298.87	\$ 308.65	\$ 311.93	\$ 321.59	\$ 22.71
20yd RO	\$ 513.81	\$ 530.61	\$ 536.27	\$ 552.86	\$ 39.05

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Cameron Park Community Services District approves:

- An Amendment to the Agreement, which includes a ten-year extension to 2033; and
- A Rate Adjustment for CPI and Extraordinary Circumstances effective September 1, 2020 for both commercial and residential accounts.

PASSED AND ADOPTED by the Board of Directors of the Cameron Park Community Services District, at a regular scheduled meeting, held on the 19th day of August 2020, by the following vote of said Board:

AYES: MS, EA, EW

NOES: FC, HM

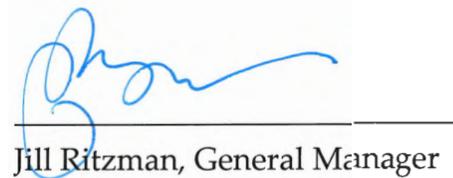
ABSENT: None

ABSTAIN: None

ATTEST:



Director Monique Scobey, President
Board of Directors



Jill Ritzman, General Manager
Secretary to the Board

Mountain Democrat

PROOF OF PUBLICATION
(2015.5 C.C.P.)

Proof of Publication of NOTICE OF PUBLIC HEARING

STATE OF CALIFORNIA
County of El Dorado

I am a citizen of the United States and a resident of the County aforesaid; I'm over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am principal clerk of the printer at the Mountain Democrat, 2889 Ray Lawyer Drive, a newspaper of general circulation, printed and published Monday, Wednesday, and Friday, in the City of Placerville, County of El Dorado, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court to the County of El Dorado, State of California, under the date of March 7, 1952, Case Number 7258; that the notice, of which the annexed is a printed copy (set in type no smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

7/3

All in the year 2020.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Placerville, California, this 3rd day of JULY, 2020

Allison Rains

Signature

NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN that a public hearing will be held on Wednesday, July 15, 2020 at the hour of 6:30 p.m., via Teleconference Zoom Meeting <https://us02web.zoom.us/j/84259922211> (Meeting ID: 842 5992 2211), to consider the El Dorado Disposal contract amendment and rate changes effective August 1, 2020. At said hearing, the Cameron Park Community Services District will consider all comments by interested persons.
Date: July 3, 2020
Jill Ritzman, Secretary
Board of Directors of the Cameron Park Community Services District
7/3 7903

Mountain Democrat

PROOF OF PUBLICATION
(2015.5 C.C.P.)

Proof of Publication of NOTICE OF PUBLIC HEARING

STATE OF CALIFORNIA
County of El Dorado

I am a citizen of the United States and a resident of the County aforesaid; I'm over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am principal clerk of the printer at the Mountain Democrat, 2889 Ray Lawyer Drive, a newspaper of general circulation, printed and published Monday, Wednesday, and Friday, in the City of Placerville, County of El Dorado, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court to the County of El Dorado, State of California, under the date of March 7, 1952, Case Number 7258; that the notice, of which the annexed is a printed copy (set in type no smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

8/7

All in the year 2020.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Placerville, California, this 7th day of AUGUST, 2020

Dalton Rojas

Signature

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held at the Board of Directors meeting on Wednesday, August 19, 2020 at 6:30 p.m. via Teleconference Zoom Meeting <https://us02web.zoom.us/j/87083824486> (Meeting ID: 870 8382 4486), to consider the El Dorado Disposal contract amendment and rate adjustments effective September 1, 2020. At said hearing, the Cameron Park Community Services District will consider all comments by interested persons.
Date: August 7, 2020
Jill Ritzman, Secretary
Board of Directors of the Cameron Park Community Services District
8/7 8021

Cameron Park
Community Services District



Staff Report

DATE: May 12, 2025

FROM: Maurice Johnson, Interim-General Manager

AGENDA ITEM #2: **SB 1383 Ordinance No. 2025.06.18**

RECOMMENDED ACTION: **REVIEW AND PROVIDE DIRECTION TO STAFF TO BRING FORWARD TO BOARD OF DIRECTORS**

Purpose

In 2007, the District's Board of Directors approved Ordinance No. 2007-01 that established a mandatory garbage service, providing rules and regulations governing the collection, handling and disposal of solid waste and other operation regulations. In December of 2007, the Board repealed Ordinance No. 2007-01 via the adoption of Ordinance No. 2007-02 which, in addition to the existing mandatory solid waste collection services, incorporated the then present and future boundaries of the District and added a new set of ordinance definitions as well as a new District lien hearing process for delinquent collection accounts.

In 2016, Senate Bill 1383 (SB 1383) went into effect as part of the Short-lived Climate Pollutant Reduction Act of 2016, which has set policy goals of reducing methane emissions at landfills by 75% and recovering at least 20% of edible food for human consumption by 2025. To achieve these goals, SB 1383 required CalRecycle to develop regulations to reduce Organic Waste in landfills. This new regulation requires the District to adopt an ordinance or similarly enforceable mechanism to implement relevant portions of SB 1383 including sections mandating subscriptions to Organic Waste Collection for single family, multi-family and commercial generators. Also included in this ordinance will be a section authorizing container inspections and a section establishing an enforcement mechanism for non-compliance.

The procedure to adopt an ordinance requires a series of public readings and public notices culminating in the adoption by the Board at a public meeting. To assist the Board of Directors and the public in understanding the requirements of adopting this new ordinance, a timeline of required actions has been created and is included in this staff report as Attachment 2C.

Attachments:

2A – Ordinance 2007-02: Amending and Revising Ordinance 2007-01 and Establishing Rules and Regulations for Organic Waste Disposal and Compliance with CALGreen Recycling Requirement

2B – SB 1383 Ordinance No. 2025.06.18

2C – Ordinance 2025.06-18 SB1383 Timeline

CORRECTED-ORDINANCE No 2007-02

THE BOARD OF DIRECTORS OF THE CAMERON PARK COMMUNITY SERVICES DISTRICT DOES ORDAIN AS FOLLOWS:

ESTABLISH MANDATORY GARBAGE SERVICE, PROVIDE RULES AND REGULATIONS GOVERNING THE COLLECTION, HANDLING AND DISPOSAL OF SOLID WASTE AND OTHER OPERATING REGULATIONS

WHEREAS, the Board of Directors finds and declares:

A. That, pursuant to the California Integrated Waste Management Act of 1989 (Public Resources Code Sections 40000 et seq.), the Legislature has mandated that local agencies make adequate provisions for solid waste handling within their jurisdictions; and

B. That to protect the health, safety and welfare of the District's constituency, it is in the public's best interest to establish exclusive franchises for the mandatory collection, disposal and processing of solid waste and recyclable materials.

C. That, pursuant to state law, the Cameron Park Community Services District is authorized to execute its powers for the purpose of the collection or disposal of garbage or refuse matter and may contract for the collection and disposal of garbage or refuse matter.

Section 1. Mandatory Collection Areas

A. The areas within boundaries of the Cameron Park Community Services District as presently constituted at time of Ordinance passage, and as amended in the future by the El Dorado County Local Agency Formation Commission, shall constitute mandatory collection areas.

B. Other mandatory collection areas may be established by Ordinance by the Board of Directors as found to be necessary for the public health and welfare or required to implement state laws.

Section 2. Liability for Payment of Fees-Mandatory Collection. Each owner, occupant or person in possession, charge or control of any collection premises located in the Cameron Park Community Services District is hereby made liable jointly and severally for the payment of the solid waste collection, processing and disposal fees levied against such premises for required solid waste collection, processing and disposal services, irrespective of the actual use of the service provided by the District or grantee. Services made available to those

premises required to receive such service shall be considered as services utilized. It shall be the primary duty of the owner of such premises to provide for the payment of the services.

Section 3. Billing Cycle and Penalty for Delinquent Payments. Solid waste collection fees may be billed and paid in advance on a quarterly or bi-monthly basis. Payment shall be due upon receipt, and shall become delinquent fifteen (15) days after the date of any billing. A finance charge and late payment penalty as permitted by law shall be added at the end of each month following the delinquency date.

Section 4. Discontinuation of Service. The District or grantee may discontinue service for any customer whose account remains unpaid for forty five (45) days after the date of billing as long as the customer has received a notice on a form approved by the general Manager stating that service will be discontinued fifteen (15) days from the date of the notice if payment is not made by that time. Upon payment of the delinquent fees, collection shall resume on the next regularly scheduled collection day. Fees shall be continued to be assessed and billed notwithstanding that service has been discontinued and notice of same shall be included in the form sent to the customer.

Section 5. Fee a Civil Debt. The fees levied for service for solid waste collection shall constitute a civil debt and liability owing to the Cameron Park Community Services District and/or any grantee from the person using or chargeable for such services and shall be collectible in the same manner provided by law.

Section 6. Lien for Ninety (90) Day Delinquencies. Mandatory collection fees authorized pursuant to this article which remain unpaid for a period of ninety (90) or more days after the date upon which they were billed may be collected thereafter by the Cameron Park Community Services District as provided herein.

A. Once a year the Board of Directors shall cause to be prepared a report of delinquent fees. The Board shall fix a time, date and place for hearing the report and any objections or protests thereto.

B. The Board shall cause notice of the hearing to be mailed to the landowners listed on the report not less than ten (10) days prior to the date of the hearing.

C. At the hearing, the Board shall hear any objections or protests of landowners liable to be assessed for delinquent fees. The Board may make such revisions or corrections to the report as it deems just, after which by resolution, the report shall be confirmed.

D. The delinquent fees set forth in the report as confirmed shall constitute special assessments against the respective parcels of land and are a lien on the property for the

amount of such delinquent fees. A certified copy of the confirmed report shall be filed with the county auditor, on or before August 10, for the amounts of the respective assessments against the respective parcels of land as they appear on the current assessment roll. The lien created attaches upon recordation, in the office of the county recorder of the county in which the property is situated, of a certified copy of the resolution of confirmation. The assessment may be collected at the same time and in the same manner as ordinary county ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for such taxes. All laws applicable to the levy, collection and enforcement of the district ad valorem property taxes shall be applicable to such assessment, except that if any real property to which such lien would attach has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrance for value has been created and attaches thereon, prior to the date on which the first installment of such taxes would become delinquent, then the lien which would otherwise be imposed by this section shall not attach to such real property and the delinquency fees, as confirmed, relating to such property shall be transferred to the unsecured roll for collection.

Section 7. General Exemptions-Mandatory Collection Area.

A. The provisions of this Article shall not apply to any of the residential units or commercial enterprises hereafter described:

(1) A person or entity who contracts for landscaping or gardening work performed for the customer and incidental to such services removes and Recycles or disposes of Green Waste, provided that such removal and Recycling or disposal are performed by the person removing and Recycling or disposing of such Green Waste, and not by a subcontractor or other third-party; or

(2) A person or entity who has been given an exemption by the District from any mandatory collection ordinance that the District may adopt in the future; or

(3) A licensed contractor that generates Construction and Demolition Debris in the course of his/its business activities and such contractor, or his/its full-time employees and not a subcontractor or other third-party, self-haul such Construction and Demolition Debris (but excluding all other Solid Waste or Recyclables) to an authorized and permitted (as may be required by federal, state or local regulatory agencies with jurisdiction over such activities) processing facility for purposes of Material Recovery. A licensed contractor shall not use any subcontractor or other third party other than Contractor to

haul Construction and Demolition Debris to an authorized and permitted Processing facility.

B. Any person claiming an exemption pursuant to this section shall file a statement under oath or under penalty of perjury with the franchisee stating the facts upon which exemption is claimed and, in the absence of such statement substantiating the claim, such person shall be liable for the payment of the solid waste collection fees required by this article.

C. The franchisee, after giving notice of not less than ten (10) days and a reasonable opportunity for hearing to any person claiming an exemption pursuant to this section, may revoke any exemption granted upon information that the person is not entitled to the exemption as provided herein.

Section 8. Complaint Procedures. The General Manager, or designee, shall adopt an administrative complaint procedure whereby customers may file complaints regarding service or any other matter arising out of the services provided under this article. Appeals from any determinations made pursuant to this administrative procedure may be made to the board of directors.

Section 9. This ordinance shall take effect and become effective thirty (30) days after the adoption hereof.

Passed and adopted by the Board of Directors of the Cameron Park Community Services District at a regular meeting of said Board, held on the 20th day of February 2008.

AYES: 4

NOES: 0

ABSENT: *Sensen*

ATTEST:

Dwight Johnson
Board of Directors, President

Sammy Muffon
Board Secretary

**ORDINANCE 2025.06.18
of the Board of Directors
of the Cameron Park Community Services District**

**AMENDING AND REVISING ORDINANCE 2007-01 and ORDINANCE 2008.02.20
AND ESTABLISHING RULES AND REGULATIONS FOR ORGANIC WASTE
DISPOSAL AND COMPLIANCE WITH CALGREEN RECYCLING
REQUIREMENTS**

WHEREAS, Assembly Bill ("AB") 939 of 1989, the California Integrated Waste Management Act of 1989 (Public Resources Code Section 40000, et seq., as amended, supplemented, superseded and replaced from time to time and as implemented by regulations of the California Department of Resources, Recycling and Recovery ("CalRecycle")), requires the District to reduce, reuse, and recycle (including composting), solid waste generated in the District to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

WHEREAS, Assembly Bill 341 of 2011 requires businesses and Multi-Family property owners that generate a certain amount of Solid Waste to arrange for recycling services and requires the El Dorado Community Services District ("District") and other jurisdictions to implement a Commercial Recycling program; and

WHEREAS, Assembly Bill 1826 of 2014 requires businesses and Multi-Family property owners that generate a certain amount of Solid Waste, Recyclables, and Organic Waste to arrange for recycling services for that waste, requires the District and other jurisdictions to implement a recycling program to divert Organic Waste from those businesses, and requires the District to implement a Commercial Recycling Program; and

WHEREAS, Senate Bill 1383, the Short-lived Climate Pollutant Reduction Act of 2016 ("SB 1383") set policy goals of reducing methane emissions at landfills by 75% and recovering at least 20% of Edible Food for human consumption by 2025; and

WHEREAS, in an effort to achieve its policy goals, SB 1383 requires CalRecycle to develop regulations to reduce Organic Waste in landfills; and

WHEREAS, SB 1383 requires jurisdictions to adopt an ordinance or similarly enforceable mechanism to implement relevant portions of SB 1383 including sections mandating subscriptions to Organic Waste Collection for Single Family, Multi-Family and Commercial Generators, sections authorizing Container inspection, and sections establishing enforcement mechanisms for non-compliance; and

WHEREAS, should it become necessary to further the goals of SB 1383 by delegating the responsibility, among other things, to provide educational resources and perform inspections of edible food generators and edible food recovery organizations as defined herein, the District may enter into Memoranda of Understanding with the County to address such issues; and

NOW, THEREFORE, THE BOARD DOES HEREBY ORDAIN AS FOLLOWS:

A. Purpose & Authority: The purpose of this Ordinance is to set forth the terms and conditions by which Solid Waste, including Garbage, Organic Waste, and Recyclables Collection services may be administered, and to promote the public health, welfare and safety of the community by establishing reasonable regulations relating to the storage, accumulation, collection and disposal of such materials.

B. Findings: The recitals are true and correct as set forth above and are hereby incorporated by reference.

C. Enactment: The District's Ordinances, and specifically Ordinance 2007-001 Providing Rules and Regulations Governing the Collection, Handling, and Disposal of Solid Waste and Other Operating Regulations, are hereby revised to add the following:

SECTION 1. Definitions:

A. For the purposes of this Chapter, the words, terms and phrases as defined in this Section shall be construed as set forth herein unless it is apparent from context that a different meaning is intended:

1. "Act" means the California Integrated Waste Management Act of 1989 (sometimes referred to as "AB 939"), including but not limited to, the Jobs and Recycling Act of 2011 (AB 341), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins,

SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), Public Resources Code § 40000 and following as it may be amended, and as implemented by the regulations of CalRecycle.

2. "Authorized Representative" means an entity that the District contracts with or otherwise arranges to carry out any responsibilities of this Chapter, as authorized by 14 CCR Section 18981.2. An Authorized Representative may be a government agency, a private entity, or a combination of those entities.
3. "California Code of Regulations" or "CCR" means the State of California Code of Regulations.
4. "Collection" means the operation of gathering together within the District and transporting to the point of disposal, or processing of any Garbage, Recyclables, and Organic Waste.
5. "Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units shall not be considered a Commercial Business under this ordinance.
6. "Commercial Edible Food Generator" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in Sections 10.12.010(24) and 10.12.010(25) of this Chapter.
7. "Container" means any bin, box, or cart used for the purpose of holding Garbage, Recyclables or Organic Waste for Collection.
8. "Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this Ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

9. "Food Recovery" means actions to collect and distribute Edible Food that otherwise would be disposed.
10. "Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:
 - a. A food bank as defined in Section 113783 of the Health and Safety Code;
 - b. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and
 - c. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.
11. "Garbage" means all putrescible and non-putrescible solid, semisolid, and liquid wastes generated or accumulated through the normal activities of a premises. Garbage does not include Recyclables or Organic Waste that is Source Separated and set out for the purposes of Collection and recycling.
12. "Multi-Family Residential Dwelling" or "Multi-Family" means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.
13. "Organic Waste" means Solid Waste containing material originated from living organisms and their metabolic waste products, including but not limited to food waste, green waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges or as otherwise defined in the Act. Biosolids and digestate are as defined by the Act.
14. "Organic Waste Generator" means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

15. "Person" means any institution, public or private corporation, governmental unit or jurisdiction, individual, company, firm, association, partnership or other entity.
16. "Prohibited Container Contaminants" means (1) discarded materials placed in the designated Recyclables Container that are not identified as acceptable Source Separated Recyclables for the District's designated Recyclables collection Container; (2) discarded materials placed in the designated Organic Waste collection Container that are not identified as acceptable Source Separated Organic Waste for the District's designated Organic Waste collection Container; and (3) discarded materials placed in the Garbage Container that are acceptable Source Separated Recyclables and/or Source Separated Organic Waste to be placed in District's designated Organic Waste collection Container and/or designated Recyclables collection Container, and (4) exempt waste placed in any Container.
17. "Recyclables" shall mean those materials that are separated from Solid Waste prior to disposal to be recycled consistent with the requirements of the Act. The District may adopt a schedule of materials suitable for recycling, as determined by resolution of the District Board of Directors, or as set forth in a collection agreement, which may be revised periodically.
18. "Residential Householder" shall mean any Person or Persons holding or occupying a residential premises in the District, whether or not the owner of the residential premises.
19. "Residential Owner" shall mean the owner of any residential premises within the District.
20. "Self-Hauler" means a Person, who hauls Solid Waste, Organic Waste or Recyclables he or she has generated pursuant to section 10.12.030. E of this Chapter. Self-Hauler also includes a Person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

21. "Single-Family" means of, from, or pertaining to any residential premises with fewer than five (5) units.
22. "Solid Waste" has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and non-putrescible solid, semisolid, and liquid wastes, including Garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include hazardous waste, as defined in the State Public Resources Code Section 40141, radioactive waste regulated pursuant to the State Radiation Control Law, or medical waste regulated pursuant to the State Medical Waste Management Act.
23. "Source Separated" means materials, including commingled Recyclables, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of this Chapter, Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different Containers for the purpose of Collection such that Source Separated materials are separated from Waste/Mixed Waste or other Solid Waste for the purposes of Collection and processing.
24. "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator as defined by 14 CCR Section 18982(a)(73) as amended, and includes the following:
 - a. Supermarket.
 - b. Grocery Store with a total facility size equal to or greater than 10,000 square feet.

- c. Food Service Provider.
- d. Food Distributor.
- e. Wholesale Food Vendor.

25. "Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator as defined by 14 CCR Section 18982(a)(74) as amended and includes the following:

- a. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- b. Hotel with an on-site food facility and 200 or more rooms.
- c. Health facility with an on-site food facility and 100 or more beds.
- d. Large venue.
- e. Large event.
- f. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- g. A local education agency facility with an on-site food facility.

26. "District General Manager" means the District General Manager of the Cameron Park Community Services District or a designee appointed by the District General Manager.

SECTION 2. Exclusive Franchise: Contractor to Collect Solid Waste, Organic Waste, and Recyclables:

- A.** At such time as there is in force an exclusive franchise agreement entered into by the District with any Person, firm or corporation for the Collection and transport of District Solid Waste, Recyclables and Organic Waste, it is unlawful for any Person other than the Persons in the employ of the District's Hauler having entered into such contract to collect or transport any Solid Waste, Recyclables and Organic Waste within the District.

- B.** As long as there is in force a contract between the District and any Person or Persons for the Collection of Solid Waste, Recyclables and Organic Waste, it is unlawful for any Person other than such District's Hauler(s) or those in the employ of such District's Hauler(s), except as provided under the Self-Haul regulations provided herein, to collect any Solid Waste, Organic Waste, or Recyclables or to interfere with the Collection, removal, or disposal thereof by such District's Hauler.

- C. For the purposes of this Chapter, the term "Hauler" or the "District's Hauler" shall be understood as that Person(s), firm(s) or corporation(s) subject to the exclusive franchise agreement or a non-exclusive agreement authorized under this Section 2, except where stated otherwise.

SECTION 3. Organic Waste Generator Requirements and Self Haul Regulations:

- A. Single-Family Organic Waste Generators shall comply with the following requirements:

1. Subscribe to and maintain Organic Waste Collection services for all Organic Waste. The District shall have the right to review the number and size of a generator's Containers to evaluate adequacy of capacity provided for each type of Collection service for proper separation of materials and containment of materials. Single-Family Organic Waste Generators shall adjust service level for its Collection services as requested by the District. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a community composting site pursuant to 14 CCR Section 18984.9(c).
2. Participate in the District's Organic Waste Collection service(s) by correctly placing designated materials in the designated Containers as described below.
 - a. Source Separated Recyclables shall only be placed in the Container identified and designated for Recyclables.
 - b. Source Separated Organic Waste shall only be placed in the Container identified and designated for Organic Waste.
 - c. Garbage shall only be placed in the Container identified and designated for Garbage.
 - d. Prohibited Container Contaminants shall not be placed in any Container.

- B. Generators that are Commercial Businesses, including Multi-Family Residential Dwellings shall comply with the following requirements:

1. Subscribe to and maintain Organic Waste Collection services for all Organic Waste. The District shall have the right to review the number and size of a generator's Containers to evaluate adequacy of capacity provided for each type

of Collection service for proper separation of materials and containment of materials. Generators subject to these provisions shall adjust service level for its Collection services as requested by the District. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a community composting site pursuant to 14 CCR Section 18984.9(c).

2. Participate in the District's Organic Waste Collection service(s) by correctly placing designated materials in the designated Containers as described below.
 - a. Source Separated Recyclables shall only be placed in the Container identified and designated for Recyclables.
 - b. Source Separated Organic Waste shall only be placed in the Container identified and designated for Organic Waste.
 - c. Garbage shall only be placed in the Container identified and designated for Garbage.
 - d. Prohibited Container Contaminants shall not be placed in any Container.
3. Supply and allow access to adequate number, size and location of collection Containers with labels or colors sufficient for employees, contractors, tenants, and customers to aid in compliance with the District's Collection service requirements.
4. Excluding Multi-Family Residential Dwellings, Commercial Businesses shall provide Containers for the Collection of Source Separated Organic Waste and Source Separated Recyclables in all indoor and outdoor areas where disposal Containers are provided for customers, for materials generated by that business.
5. Excluding Multi-Family Residential Dwellings, Containers provided by Commercial Businesses shall comply with 14 CCR Section 18984.9(b), as may be amended, and shall have either:
 - a. A body or lid that conforms with the Container colors provided through the Collection service provided by the District, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional Containers, including Containers purchased prior to January 1, 2022, that do not comply with

1. The District, in its sole discretion, may issue waivers to Commercial generators or Residential Owners for physical space limitations, and/or de minimis volume waivers for Commercial Generators.
2. Commercial Businesses or Single Family generators requesting a physical space waiver shall:
 - a. Submit an application form specifying the type(s) of Collection services for which they are requesting a compliance waiver.
 - b. Provide documentation that the premises lacks adequate space for the required Containers including documentation from the contractor, licensed architect, or licensed engineer.
 - c. Provide written verification to the District that it is still eligible for physical space waiver every five years, if the District has approved application for a physical space waiver.
3. Commercial Businesses requesting a de minimis volume waiver shall:
 - a. Submit an application specifying the Collection services that they are requesting a waiver from.
 - b. Provide documentation that either:
 - i. The Commercial Business' total Solid Waste Collection service is two cubic yards or more per week and Organic Waste subject to Collection in the designated Containers comprises less than 20 gallons per week per applicable Container of the business' total waste; or
 - ii. The Commercial Business' total Solid Waste Collection service is less than two cubic yards per week and Organic Waste subject to Collection in in the designated Containers comprises less than 10 gallons per week per applicable Container of the business' total waste.
 - iii. For the purposes of subsections (i) and (ii) above, total Solid Waste shall be the sum of the weekly Garbage Collection Container volume, Recyclables Collection Container volume and Organic Waste Collection Container volume, measured in cubic yards.

- c. Notify the District if circumstances change such that Commercial Business's Organic Waste exceeds the threshold required for waiver, in which case the waiver will be rescinded.
- d. Provide written verification of eligibility for de minimis waiver every 5 years, if the District has approved a de minimis waiver.

E. Self-Haul Regulations

1. In addition to the regulations prescribed herein, Self-Haulers are required to adhere to all regulations in this Chapter, including but not limited to the Collection service subscription requirements.
2. Self-Haulers shall Source Separate all Recyclables and Organic Waste generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a high diversion Organic Waste processing facility as specified in 14 CCR Section 18984.3, as may be amended.
3. Self-Haulers shall haul their Source Separated Recyclables to a facility that recovers those materials; and haul their Source Separated Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a high diversion Organic Waste processing facility.
4. Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to inspection by the District by request. The records shall include the following information:
 - a. Delivery receipts and weight tickets from the entity accepting the Organic Waste.
 - b. The amount of material in cubic yards or tons transported by the generator to each entity.
 - c. If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the

Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

5. Commercial Self-Haulers may be required to complete and retain on site a form certifying that all self-hauling operations and activities were completed in compliance with this Section and all applicable laws and regulations. This form shall be subject to District inspection, or the inspection of the District General Manager's designee upon request.
6. Records required by this Section shall be retained for a minimum of twenty- four months.

SECTION 4. Placement of Containers - Disposal in Undesignated Areas:

- A. Containers receiving Solid Waste, including Garbage, Organic Waste, or Recyclables shall not be stored on or in any street, alley, sidewalk, footpath, or any public place. It is unlawful to keep, place or deposit Solid Waste, including Garbage, Organic Waste, or Recyclables on any private grounds or premises except in the Containers as designated herein. It is unlawful for any Person to throw or deposit any Solid Waste, including Garbage, Organic Waste, or Recyclables or cause the same to be thrown or deposited upon any street, alley, gutter, park or other public place within the District, or to throw or deposit the same upon any vacant lot, backyard, or to store or keep the same otherwise than in the designated Containers as required. It is unlawful to have, store, deposit or accumulate Solid Waste, including Garbage, Organic Waste, or Recyclables where rats or other vermin can have access thereto or feed thereon. Each day's violation of this section shall be treated and considered and the same shall be a separate and distinct offense.
- B. All Containers shall be covered, and it shall be the responsibility of the District's Hauler to place the cover or covers back on the Container after emptying the same.
- C. No Person shall dump, deposit or dispose of or cause or permit to dump, deposit or dispose of Solid Waste, including Garbage, Organic Waste, or Recyclables on a premises in the District, other than where produced, except upon the District's designated disposal area.

SECTION 5. Accumulation of Solid Waste, Organic Waste, and Recyclables:

It is unlawful for the owner, tenant, lessee or occupant of any property within the District to maintain thereon, any deposit, collection or accumulation of any Solid Waste, including Garbage, Organic Waste, and Recyclables offensive, injurious or dangerous to health.

SECTION 6. Requirements for Commercial Edible Food Generators and Food Recovery Organizations:

A. Tier One Commercial Edible Food Generators must comply with the requirements of this Section 6 commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024.

B. Large venue or large event operators not providing food services, but allowing for food to be provided by others shall require food facilities operating at the large venue or large event to comply with the requirements of this Ordinance, commencing January 1, 2024.

C. Commercial Edible Food Generators shall comply with the following requirements:

1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
2. Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
4. Allow the Authorized Representative or District General Manager to access the premises and review records to ensure compliance with this section as permitted by 14 CCR Section 18991.4.
5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4, and as may be amended:
 - a. A list of each Food Recovery service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).

- b. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - c. A record of the following information for each of those Food Recovery services or Food Recovery Organizations:
 - i. The name, address and contact information of the Food Recovery service or Food Recovery Organization.
 - ii. The types of food that will be collected by the Food Recovery service or Food Recovery Organization.
 - iii. The established frequency that food will be collected.
 - iv. The quantity of food, measured in pounds recovered per month, collected by a Food Recovery service or Food Recovery Organization for Food Recovery.
- D. Within sixty (60) days of the District General Manager or the Authorized Representative making a request, Commercial Edible Food Generators shall submit an annual report that includes the information required by subsection C above to the requesting entity. The District General Manager or the Authorized Representative is authorized to increase the reporting frequency to require semi- annual or quarterly reporting for some or all of the information listed above.
- E. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
- 1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
 - 2. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
- F. Nothing in this Ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

- G. Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017.

SECTION 7. Requirements for Haulers and Facility Operators:

- A. Pursuant to the terms of this Section, the District may provide or arrange to be provided residential and Commercial Organic Waste and Recyclables Collection services to generators within the District's boundaries through the use of exclusive haulers, subject to the terms of this Ordinance, or through the use of non-exclusive haulers.
- B. Haulers shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the District to collect Organic Waste:
1. Through written notice to the District at a time of the District's choosing, identify the facilities to which they will transport Organic Waste and Recyclables including facilities for Source Separated Organic Waste and Source Separated Recyclables. Facilities shall comply with the requirements of the Act and all other applicable laws and regulations. Haulers shall not transport Organic Waste or Recyclables to a landfill without written approval by the Director of Public Works.
 2. Transport Source Separated Recyclable and Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.
 3. Obtain approval from the District to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a community composting site or lawfully transporting it in a manner that complies with 14 CCR Section 18989.1, this ordinance, or requirements of a franchise agreement, other agreement, or District authorization.
 4. Comply with education, equipment, signage, Container labeling, Container color, contamination monitoring, reporting, and other requirements contained within the franchise agreement or other agreement with the District.

- C. Within sixty (60) days of the District's written request, owners of facilities, operations, and activities that recover Organic Waste shall provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about capacity necessary for planning purposes.

SECTION 8. Fees:

- A. The maximum allowable fees to be collected from Edible Food Generators shall be for cost recovery only.

- B. The maximum allowable fees for Garbage, Organic Waste and Recyclables Collection services shall be established by resolution of the District Board of Directors, and may be amended from time to time, as deemed appropriate by the District Board of Directors. The District's Hauler subject to this Ordinance may charge fees up to the maximum allowed by the District Board of Directors.

- C. The Authorized Representative and Hauler, subject to this Chapter, shall be responsible for collection of these respective fees.

SECTION 9. Payment Due Date:

The fees and charges specified in this Chapter shall, in all cases, be payable and due on either the date prescribed by resolution of the District Board of Directors, or the date prescribed by the District's Hauler subject to this Chapter and approved by the District.

SECTION 10. Failure to Pay:

Failure or refusal to pay fees assessed pursuant to this Ordinance may result in the non-collection of Solid Waste, including Garbage, Organic Waste, and Recyclables, creating a condition which the District may declare to be a public nuisance if permitted to exist. In the event that there is non-payment, the District General Manager may direct the District's Hauler to make Collection, and the expenses and charges of such Collection may be assessed against the property as provided herein.

SECTION 11. Charges Constituting a Lien and Procedures to Lien:

- A. Service charges imposed pursuant to this Ordinance shall constitute a lien upon the parcel of real property to which such service was rendered.

- B. Lien Recording - Procedure.

1. The District General Manager shall transmit to District Board of Directors, a report of delinquent charges.
2. Notwithstanding any provision in this Ordinance to the contrary, any Solid Waste, Organic Waste, or Recyclables Collection service charges which have become delinquent, shall cause the owner of such property to be subject to a lien on the property pursuant to the procedure provided in this section. Any such lien shall be recorded with the County Recorder.
3. Prior to the recordation of a lien for delinquent charges, the District General Manager shall cause the notice of a hearing on the delinquent charges to be mailed to the owner. The notice shall contain the date, time and location of the hearing and shall be mailed at least ten (10) calendar days before the date of the hearing. The hearing shall be held before the District Board of Directors. The decision of the District Board of Directors shall be final and conclusive.
4. Upon a decision adverse to the owner after hearing, the District Board of Directors shall cause such lien to be recorded with the County Recorder in the form and manner prescribed by law. Thereafter, such lien shall not be released by the District General Manager unless and until it is fully and completely paid or an acceptable arrangement with the District has been agreed to by the District.
5. The District General Manager is authorized to determine the administrative cost of the delinquency, including costs associated with processing the delinquent account, which will be subject to an individual lien pursuant to the recording procedures of this section. Delinquent charges will be collected as a special assessment. The District General Manager may, as needed, initiate proceedings to make delinquent Garbage, Solid Waste, Organic Waste, and Recyclables Collection service charges a special assessment against the parcels of property to which such service was rendered.
6. Hearing.
 - a. At the time fixed for consideration of the report, the District Board of Directors shall hear it along with any objections of the property owners liable to be assessed for delinquent accounts. The District Board of Directors may make such revisions, corrections, or modifications to the report as it may deem just; and in the event the District Board of

D. Penalties imposed for violations of this Ordinance shall not be less than the minimum penalty amounts prescribed under 14 CCR Section 18997.2.

SECTION 12. Inspections and Investigations:

A. The District General Manager or Authorized Representative is authorized to conduct inspections and investigations, at random or otherwise, of any Collection Container, Collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, Self-Haulers, Hauler, and Food Recovery Organizations, subject to applicable laws.

1. Such inspections and investigations may include confirmation of proper placement of materials in Containers, inspection of Edible Food recovery activities, review of required records, or other verification or inspection to confirm compliance with any other requirement of this chapter. Failure to provide or arrange for:
 - a. access to the premises;
 - b. installation and operation of remote monitoring equipment, if a remote monitoring program is adopted; or
 - c. access to records for any inspection or investigation is a violation of this chapter and may result in penalties.
2. Any records obtained by the District General Manager during inspections, investigations, remote monitoring and other reviews shall be subject to the requirements and applicable disclosure exemptions of the California Public Records Act as set forth in Government Code Section 6250 et seq.

B. The District General Manager shall enforce the provisions of this Ordinance relating to the performance of the District's Hauler obligations under the franchise agreement.

C. The District General Manager shall enforce the provisions of this Ordinance relating to the Collection and processing or disposal as it related to public health, safety, and welfare.

D. Penalties imposed for violations shall not be less than the minimum penalty amounts prescribed under 14 CCR Section 18997.2.

SECTION 13. CEQA: The District Board of Directors hereby finds that this Ordinance is categorically exempt from the CEQA pursuant to CEQA Guidelines sections 15060(c)(2) for the reason that the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment; and that pursuant to 15061(b)(3) there is no possibility the activity in question may have a significant effect on the environment.

SECTION 14. Severability: The provisions of this Ordinance are hereby declared to be severable. If any provision, clause, word, sentence or paragraph of this Ordinance, or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not result in the invalidity of the entire Ordinance, which can be given effect without the invalid provision or application. The District Board of Directors hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 15. Effective Date and Publication: This Ordinance shall take effect thirty (30) days after its adoption. The District Clerk of the Board is hereby directed to publish a summary of this ordinance within fifteen (15) days after its passage in an adjudicated, published newspaper of general circulation serving the District residents.

PASSED AND ADOPTED this 18th day of June 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Director Dawn Wolfson, President
Board of Directors

Maurice Johnson
Secretary to the Board

Timeline - Ordinance No. 2025.06.18 SB 1383

Date	Action
May 12, 2025	Present to Budget & Administration Committee
May 21, 2025	First reading of ordinance at Board of Directors meeting
May 22, 2025	<p>Email first public notice (public hearing) to the Mt. Democrat to publish on Monday, June 2nd to legals@mtdemocrat.net (one day only)</p> <p>Also, post to District boards and on website (link on main page) with full pdf of draft ordinance by or before June 2nd.</p>
June 18, 2025	Second reading and adoption at Board of Directors' meeting with a poll vote
June 19, 2025	<p>Email second public notice (summary final ordinance) to the Mt. Democrat to publish on Wednesday, July 2nd to legals@mtdemocrat.net (one day only)</p> <p>Also, post to District boards and on website (link on main page) with full pdf of draft ordinance by or before July 2nd – for a at least a week</p>

Cameron Park Community Services District
 Statement of Revenues and Expenditures - Unposted Transactions Included In Report
 01 - General Fund
 From 7/1/2024 Through 4/30/2025

		<u>FY 22 23 Year to Date Actual</u>	<u>FY 23 24 Current Period Actual</u>	<u>FY 24 25 Final Budget</u>	<u>FY 24 25 Current Period Actual</u>	<u>Remaining Budget FY 24 25</u>	<u>Projected Actual</u>	<u>Change from FY 24 25 Final Budget to Projected Actual</u>
Operating Revenue								
Property Taxes	4110	5,035,867.25	4,973,956.33	5,410,479.00	5,118,650.10	(291,828.90)	5,410,479.00	0.00
Franchise Fees	4113	244,819.40	134,674.56	280,000.00	137,426.20	(142,573.80)	280,000.00	0.00
Fire Marshall Plan Review	4132	57,499.55	56,094.15	70,000.00	41,119.13	(28,880.87)	50,000.00	(20,000.00)
Tuition Fees/Revenue	4142	1,572.50	3,971.50	3,000.00	1,375.00	(1,625.00)	3,000.00	0.00
Recreation Program Revenue	4154	168,678.00	49,477.49	180,000.00	107,330.00	(72,670.00)	135,800.00	(44,200.00)
Instructor Program Revenue	4155	93,159.05	93,395.18	140,000.00	122,708.20	(17,291.80)	140,000.00	0.00
Transfer In	4165	29,920.04	0.00	0.00	0.00	0.00	0.00	0.00
Special Events	4170	578.00	(39.05)	0.00	300.00	300.00	300.00	300.00
Lake Entries - Daily (Kiosk)	4180	40,293.25	3,983.10	60,000.00	0.00	(60,000.00)	2,500.00	(57,500.00)
Annual Passes (Lake/Pool Combo)	4181	41,110.26	12,864.06	60,000.00	16,118.33	(43,881.67)	30,000.00	(30,000.00)
Picnic Site Rentals	4182	1,069.00	500.00	1,000.00	2,480.00	1,480.00	2,705.00	1,705.00
Assembly Hall & Classroom Rentals	4185	41,685.91	27,304.66	70,000.00	35,409.20	(34,590.80)	45,000.00	(25,000.00)
Gym Revenue	4186	14,503.06	38,911.63	40,000.00	33,291.35	(6,708.65)	40,000.00	0.00
Pool Rental Fees	4187	93,553.09	98,857.47	160,000.00	59,576.25	(100,423.75)	110,000.00	(50,000.00)
Sports Field Rentals	4190	18,269.80	439.00	20,000.00	25,185.90	5,185.90	30,200.00	10,200.00
Donations	4250	9,600.00	12,170.00	5,000.00	77.00	(4,923.00)	0.00	(5,000.00)
Sponsorships	4255	46.00	0.00	30,000.00	3,025.00	(26,975.00)	5,000.00	(25,000.00)
JPA Reimbursable	4260	901,042.70	890,862.22	0.00	0.00	0.00	0.00	0.00
Fire Apparatus Equip Rental	4262	25,750.00	12,876.52	0.00	81,186.74	81,186.74	93,200.00	93,200.00
Reimbursement/Refund	4400	51,200.00	1,315.00	0.00	0.00	0.00	0.00	0.00
Weed Abatement	4410	23,723.16	1,717.90	0.00	8,887.96	8,887.96	0.00	0.00
Interest Income	4505	10,151.13	13,104.33	10,000.00	12,163.06	2,163.06	12,000.00	2,000.00
Other Income/Refunds	4600	1,545.20	1,575.22	2,000.00	1,665.40	(334.60)	1,000.00	(1,000.00)
First Responder Fee	4602	92,579.68	192,725.63	220,000.00	178,276.09	(41,723.91)	200,000.00	(20,000.00)
Grants	4610	4,500.00	86,877.42	0.00	105,758.00	105,758.00	105,760.00	105,760.00
Gain/Loss of Assets	4615	0.00	15,225.00	0.00	0.00	0.00	0.00	0.00
Total Operating Revenue		<u>7,002,716.03</u>	<u>6,722,839.32</u>	<u>6,761,479.00</u>	<u>6,092,008.91</u>	<u>(669,470.09)</u>	<u>6,696,944.00</u>	<u>(64,535.00)</u>
Expenditures								
Salaries - Perm.	5000	905,899.79	718,674.06	1,003,000.00	865,577.91	137,422.09	979,186.48	(23,813.52)
Salaries - Seasonal	5010	221,551.47	77,072.79	120,000.00	55,491.74	64,508.26	100,000.00	(20,000.00)
Overtime	5020	18,796.81	7,975.55	8,000.00	20,562.06	(12,562.06)	24,500.00	16,500.00
In Lieu Benefits Stipend	5120	9,250.00	0.00	0.00	0.00	0.00	0.00	0.00
Health Benefit	5130	134,622.17	134,036.69	201,480.00	132,335.61	69,144.39	154,190.00	(47,290.00)

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Retiree Health Benefit	5135	102,745.47	84,988.48	94,700.00	96,264.29	(1,564.29)	115,200.00	20,500.00
Dental Insurance	5140	12,057.93	10,297.70	13,336.00	8,182.27	5,153.73	9,770.00	(3,566.00)
Vision Insurance	5150	1,802.70	1,685.02	2,130.00	1,322.20	807.80	1,674.00	(456.00)
CalPERS Employer Retirement	5160	295,827.87	263,335.37	384,648.00	345,146.37	39,501.63	365,648.00	(19,000.00)
CalPERS 457	5161	3,900.00	3,775.00	5,000.00	3,100.00	1,900.00	4,300.00	(700.00)
Worker's Compensation	5170	50,505.05	52,872.16	73,305.00	72,602.42	702.58	72,705.00	(600.00)
FICA/Medicare Employer Contribution	5180	38,294.27	23,097.93	23,534.00	22,465.62	1,068.38	27,800.00	4,266.00
UI/TT Contribution	5190	8,841.19	4,969.40	8,000.00	4,711.55	3,288.45	8,400.00	400.00
Advertising/Marketing	5209	8,377.25	103.92	4,000.00	2,160.42	1,839.58	2,500.00	(1,500.00)
Agency Administration Fee	5210	(20.00)	0.00	0.00	373.93	(373.93)	500.00	500.00
Agriculture	5215	21,147.59	22,071.27	23,000.00	22,605.21	394.79	24,100.00	1,100.00
Audit/Accounting	5220	30,825.55	23,599.25	35,000.00	61,249.24	(26,249.24)	65,000.00	30,000.00
Bank Charge	5221	20,337.12	10,450.52	2,200.00	12,434.24	(10,234.24)	17,200.00	15,000.00
Clothing/Uniforms	5230	7,409.15	20,912.55	4,000.00	1,611.67	2,388.33	1,900.00	(2,100.00)
Computer Software	5231	29,807.83	32,635.95	36,600.00	21,222.10	15,377.90	34,600.00	(2,000.00)
Computer Hardware	5232	7,305.52	4,316.32	22,405.00	36,748.85	(14,343.85)	38,300.00	15,895.00
Contractual Services	5235	15,439.50	27,088.29	40,000.00	45,218.08	(5,218.08)	47,200.00	7,200.00
Contractual - Provider Services - FIRE	5236	3,986,731.70	2,164,504.40	3,766,804.00	1,580,421.33	2,186,382.67	3,160,900.00	(605,904.00)
Ambulance Exp	5238	0.00	585,059.92	0.00	0.00	0.00	0.00	0.00
Contract Services - Other	5240	128,426.12	96,205.56	93,400.00	67,922.30	25,477.70	96,400.00	3,000.00
Director Compensation	5250	16,700.00	14,600.00	10,250.00	7,350.00	2,900.00	8,800.00	(1,450.00)
EDC Department Agency	5260	4,798.29	5,158.68	6,000.00	4,637.93	1,362.07	5,600.00	(400.00)
Educational Materials	5265	584.88	0.00	0.00	0.00	0.00	0.00	0.00
Elections	5270	0.00	0.00	18,000.00	17,009.50	990.50	17,010.00	(990.00)
Equipment-Minor/Small Tools	5275	15,150.36	5,476.01	10,000.00	3,706.21	6,293.79	8,500.00	(1,500.00)
Fire & Safety Supplies	5285	3,191.15	12,580.03	19,500.00	7,397.38	12,102.62	16,500.00	(3,000.00)
Fire Prevention & Inspection	5290	4,122.86	2,992.46	2,500.00	2,818.70	(318.70)	3,500.00	1,000.00
Fire Turnout Gear	5295	22,899.72	2,997.86	5,000.00	1,956.55	3,043.45	2,000.00	(3,000.00)
Fire- Intern paid	5296	7,600.00	640.00	3,000.00	8,648.80	(5,648.80)	10,000.00	7,000.00
Food	5300	3,654.84	2,419.57	3,000.00	1,447.73	1,552.27	2,200.00	(800.00)
Fuel	5305	58,865.28	41,735.04	60,200.00	37,201.19	22,998.81	55,020.00	(5,180.00)
Government Fees/Permits	5310	26,820.83	15,131.40	20,100.00	24,054.46	(3,954.46)	26,500.00	6,400.00
Janitorial / HH Supplies	5315	42,412.11	34,684.26	32,500.00	24,437.01	8,062.99	30,000.00	(2,500.00)

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Instructors	5316	54,360.17	59,149.28	80,000.00	88,589.60	(8,589.60)	90,000.00	10,000.00
Insurance	5320	206,047.15	254,563.01	318,109.00	318,156.52	(47.52)	318,159.00	50.00
Legal Services	5335	16,074.00	5,850.00	12,000.00	48,265.09	(36,265.09)	60,000.00	48,000.00
Maint. - Vehicle Supplies	5340	233.41	566.70	600.00	541.07	58.93	600.00	0.00
Maint. - Buildings	5345	31,993.82	39,065.76	45,000.00	33,261.17	11,738.83	36,750.00	(8,250.00)
Maint. - Equipment	5350	40,425.37	46,138.34	56,000.00	25,353.61	30,646.39	36,000.00	(20,000.00)
Maint. - Grounds	5355	49,074.24	48,907.26	46,500.00	43,666.73	2,833.27	48,500.00	2,000.00
Maint. - Radio/Phones	5360	3,335.96	2,636.27	2,000.00	1,529.36	470.64	2,000.00	0.00
Maint. - Tires & Tubes	5365	16,831.22	9,111.76	14,400.00	14,511.12	(111.12)	15,000.00	600.00
Maint. - Vehicle	5370	38,980.75	57,049.15	54,000.00	60,460.44	(6,460.44)	63,500.00	9,500.00
Medical Supplies	5375	209.79	12,234.10	20,150.00	21,857.49	(1,707.49)	25,250.00	5,100.00
Memberships/Subscriptions	5380	11,697.05	11,447.57	13,550.00	11,127.44	2,422.56	12,850.00	(700.00)
Mileage Reimbursement	5385	2,906.19	1,258.59	700.00	101.77	598.23	200.00	(500.00)
Miscellaneous	5395	6,685.57	905.33	1,000.00	1,552.01	(552.01)	1,800.00	800.00
Office Supplies/Expense	5400	7,672.10	5,486.82	6,400.00	6,792.95	(392.95)	7,450.00	1,050.00
Pool Chemicals	5405	38,309.31	28,364.01	35,000.00	35,998.25	(998.25)	50,000.00	15,000.00
Postage	5410	1,992.19	1,328.51	2,100.00	1,503.17	596.83	1,900.00	(200.00)
Printing	5415	566.66	535.85	600.00	50.00	550.00	200.00	(400.00)
Professional Services	5420	47,924.75	120,076.09	46,500.00	74,386.34	(27,886.34)	99,500.00	53,000.00
Program Supplies	5421	15,620.09	5,161.86	12,000.00	3,814.37	8,185.63	12,000.00	0.00
Publications & Legal Notices	5425	1,347.60	1,546.19	2,450.00	358.55	2,091.45	1,100.00	(1,350.00)
Radios	5430	1,007.90	0.00	0.00	0.00	0.00	0.00	0.00
Rent/Lease - Equipment	5440	3,609.47	2,916.28	4,240.00	1,928.66	2,311.34	3,740.00	(500.00)
Staff Development	5455	21,308.45	19,540.89	17,450.00	4,787.42	12,662.58	5,100.00	(12,350.00)
Special Events	5465	0.00	305.89	0.00	1,824.00	(1,824.00)	1,824.00	1,824.00
Phones/internet	5470	53,490.44	42,372.33	54,250.00	40,576.64	13,673.36	47,750.00	(6,500.00)
Tuition	5486	1,700.00	151.00	500.00	0.00	500.00	0.00	(500.00)
Utilities - Water	5490	56,411.35	34,148.87	68,000.00	46,435.09	21,564.91	68,000.00	0.00
Utilities - Gas	5491	143,475.80	83,630.26	106,000.00	70,175.85	35,824.15	89,500.00	(16,500.00)
Utilities - Electric/Solar	5492	152,411.57	130,481.83	145,500.00	130,611.75	14,888.25	159,000.00	13,500.00
Utilities - Garbage	5493	0.00	0.00	0.00	354.31	(354.31)	500.00	500.00
Vandalism	5500	0.00	0.00	0.00	3,110.00	(3,110.00)	4,100.00	4,100.00
Cal Fire In Kind Purchases	5501	10,624.91	3,778.15	11,000.00	3,933.19	7,066.81	11,000.00	0.00
Capital Equipment Expense	5625	189,004.17	1,179.75	0.00	173,654.16	(173,654.16)	155,550.00	155,550.00
Transfer Out	7000	9,020.00	0.00	9,020.00	0.00	9,020.00	9,020.00	0.00
Total Expenditures		<u>7,501,033.82</u>	<u>5,538,031.11</u>	<u>7,339,611.00</u>	<u>4,889,662.99</u>	<u>2,449,948.01</u>	<u>6,975,446.48</u>	<u>(364,164.52)</u>
Net Revenue Over Expenditures		<u>(498,317.79)</u>	<u>1,184,808.21</u>	<u>(578,132.00)</u>	<u>1,202,345.92</u>	<u>1,780,477.92</u>	<u>(278,502.48)</u>	<u>299,629.52</u>

Cameron Park Community Services District



Staff Report

DATE: May 12, 2025

FROM: Christina Greek, Finance/HR Officer

AGENDA ITEM #4: **GASB 87 LEASE POLICY**

RECOMMENDED ACTION: ADOPT THE PROPOSED GASB 87 LEASE POLICY

The purpose of this Lease Capitalization Policy is to establish a clear dollar threshold at which the Cameron Park Community Services District (CPCSD) will capitalize leases as intangible assets in accordance with Governmental Accounting Standards Board (GASB) Statement No. 87.

GASB 87 introduces a unified accounting model for leases, eliminating the traditional distinction between operating and capital leases. Under this standard:

- Lessees are required to recognize a lease liability and an intangible right-to-use asset.
- Lessors must recognize a lease receivable and a deferred inflow of resources.

This policy does not apply to service contracts. However, if a contract includes both a lease (e.g., the right to use a building) and a service component (e.g., maintenance), the two components must be accounted for separately. Only the lease component is subject to capitalization under GASB 87.

ADOPTION AND REVIEW:

This policy shall be reviewed periodically to ensure continued alignment with CPCSD's financial objectives and compliance with Generally Accepted Accounting Principles (GAAP). Management is authorized to adopt and revise the policy as needed.

Attachment:

4A- GASB 87 Lease Policy

CAMERON PARK COMMUNITY SERVICES DISTRICT
* POLICY GUIDE SERIES 3000-OPERATIONS*

POLICY TITLE: Lease Capitalization Policy-GASB 87
POLICY NUMBER: 3380

1. PURPOSE

The purpose of the Lease Capitalization Policy is to establish the dollar threshold at which the Cameron Park Community Services District determines leases will be capitalized as intangible assets.

2. ADOPTION AND REVIEW

This policy shall be reviewed periodically for recommended revisions in order to maintain the policy in a manner that reflects the ongoing financial goals of the Cameron Park Community Services District and compliance with Generally Accepted Accounting Principles (GAAP). Management shall adopt and revise the policy as necessary.

3. POLICY

- 3.1. In accordance with the Governmental Accounting Standards Board (GASB) Statement 87, the district will reflect operating and capital leases as liabilities and assets on financial statements.
- 3.2. A “lease” is a contract which conveys control of the right to use another entity’s nonfinancial asset for the time specified in the contract for an exchange or exchange-like transaction.
- 3.3. Effective **June 30, 2025**, the Cameron Park Community Services District established lease capitalization thresholds to identify the financial significance of district leases for the purpose of reporting on financial statements.
 - 3.3.1 The lease capitalization threshold is eighty thousand dollars (\$80,000). The lease capitalization threshold applies to all leases with a maximum possible term of more than one (1) year.
 - 3.3.2 Leases of similar type will be aggregated together when evaluating if they meet or exceed the district thresholds. Leases of a maximum term of less than one (1) year that do not meet the capitalization threshold, either individually or in the aggregate for similar types, are deemed immaterial.

Cameron Park
Community Services District



Staff Report

DATE: May 12, 2025

FROM: Christina Greek, Finance/HR Officer

AGENDA ITEM #5: **ADOPTION OF GASB 96 – SUBSCRIPTION-BASED IT ARRANGEMENTS (SBITAs) POLICY**

RECOMMENDED ACTION: **ADOPT THE PROPOSED GASB 96 POLICY REGARDING SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS.**

BACKGROUND

The Governmental Accounting Standards Board (GASB) issued **Statement No. 96, Subscription-Based Information Technology Arrangements (SBITAs)**, to provide accounting and financial reporting guidance for cloud-based software agreements and similar subscription services. GASB 96 is effective for reporting periods beginning after **June 15, 2022**.

Under this standard, SBITAs are treated similarly to leases under GASB 87. Governments must recognize a **subscription liability** and an **intangible right-to-use subscription asset** if the contract meets the definition of a SBITA and exceeds a 12-month term.

This new accounting treatment ensures transparency of long-term financial commitments associated with IT service contracts and aligns with the District’s goal of maintaining full compliance with Generally Accepted Accounting Principles (GAAP).

KEY POLICY PROVISIONS

The proposed GASB 96 policy establishes:

- A **capitalization threshold of \$5,000**, aligning with the District’s existing thresholds for intangible assets.

- The requirement to recognize SBITAs with a **non-cancellable term greater than 12 months**.
- Guidelines for separating service and subscription components in bundled contracts.
- Responsibilities for departments to notify Finance of any new or amended SBITAs.

FISCAL IMPACT

There is no immediate fiscal impact from the adoption of this policy. However, future financial statements may reflect an increase in reported liabilities and intangible assets as existing qualifying SBITAs are recognized.

CONCLUSION

Adopting this policy will bring the District into compliance with GASB 96 and enhance financial transparency related to IT software subscriptions. Staff recommends adoption of the proposed policy to support best practices in financial reporting.

Attachment:

5A- Draft GASB 96 Subscription-Based IT Arrangements Policy

CAMERON PARK COMMUNITY SERVICES DISTRICT
* POLICY GUIDE SERIES 3000-OPERATIONS*

POLICY TITLE: SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENT (SBITA) CAPITALIZATION POLICY - GASB 96
POLICY NUMBER: 3390

1. PURPOSE

The purpose of the Subscription-Based Information Technology Arrangement (SBITA) Capitalization Policy is to establish the dollar threshold at which the Cameron Park Community Services District determines SBITAs will be capitalized as intangible assets.

2. ADOPTION AND REVIEW

This policy shall be reviewed periodically for recommended revisions in order to maintain the policy in a manner that reflects the ongoing financial goals of the Cameron Park Community Services District and compliance with Generally Accepted Accounting Principles (GAAP). Management shall adopt and revise the policy as necessary.

3. POLICY

- 3.1. In accordance with Governmental Accounting Standard Board (GASB) Statement No. 96, *Subscription-Based Information Technology Arrangements*, a SBITA is defined as a contract that conveys control of the right to use another party's (a SBITA vendor's) information technology (IT) software, alone or in combination with tangible capital assets (the underlying IT assets), as specified in the contract for a period of time in an exchange or exchange-like transactions. Any contract that meets this definition should be accounted for under the SBITA guidance as identified in GASB Statement No. 96.
- 3.2. Subject to certain provisions and exceptions noted in the GASB guidance, SBITAs are generally reported as a right-to-use subscription asset – an intangible asset – and a corresponding subscription liability in a government's external financial statements.
- 3.3. Effective **June 30, 2025**, the Cameron Park Community Services District established SBITA capitalization thresholds to identify the financial significance of district SBITAs for purposes of reporting on financial statements.
 - 3.3.1 The SBITA capitalization threshold is eighty thousand dollars (\$80,000). The SBITA capitalization threshold applies to all SBITAs with a maximum possible term of more than one (1) year.
 - 3.3.2 SBITAs of similar type will be aggregated together when evaluating if they meet or exceed the district thresholds. SBITAs of a maximum term of less than one (1) year that do not meet the capitalization threshold, either individually or in the aggregate for similar types, are deemed immaterial.

Cameron Park Community Services District



Staff Report

DATE: May 12, 2025

FROM: Christina Greek, Finance/HR Officer

AGENDA ITEM #6: **ADOPTION OF ESCHEATMENT POLICY FOR UNCLAIMED PROPERTY**

RECOMMENDED ACTION: **ADOPT THE PROPOSED ESCHEATMENT POLICY TO MANAGE UNCLAIMED PROPERTY IN COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE AND THE STATE CONTROLLER'S OFFICE REQUIREMENTS**

BACKGROUND

The Cameron Park Community Services District periodically issues payments to vendors, employees, or other entities. On occasion, these payments remain unclaimed for extended periods due to lost checks, uncashed warrants, or other administrative issues.

Under California Government Code Sections 50050–50057, unclaimed money that remains outstanding for more than three (3) years becomes subject to escheatment to the local agency, provided proper notice and claims procedures are followed.

The purpose of this policy is to establish a formal and consistent process for identifying, notifying, and disposing of unclaimed funds in accordance with state law. Adoption of this policy will enhance transparency and ensure the District meets its legal obligations for handling such property.

KEY POLICY COMPONENTS

Unclaimed checks or deposits held by the District for three years or longer are considered eligible for escheatment. At least 45 days before escheatment, a notice must be published in a local newspaper, naming the parties to whom funds are owed. Claims may be submitted before the escheatment deadline by providing supporting documentation.

Unclaimed funds will be transferred to the District's General Fund if not claimed by the deadline.

FISCAL IMPACT

The escheatment process may result in minor revenue gains through the transfer of long-standing unclaimed funds to the General Fund. However, the primary purpose of this policy is compliance and proper fiduciary oversight, rather than revenue generation.

CONCLUSION

Adoption of the Escheatment Policy aligns the District's practices with California law and promotes fiscal accountability. Staff recommends that the Board adopt the proposed policy to ensure legal compliance and efficient handling of unclaimed property.

Attachment:

6A – Draft Escheatment Policy for Unclaimed Property

CAMERON PARK COMMUNITY SERVICES DISTRICT
* POLICY GUIDE SERIES 3000-OPERATIONS*

Policy Title: Escheatment Policy for Unclaimed Property

Policy Number: 3370

1. PURPOSE

The purpose of this policy is to establish procedures for identifying, notifying, and escheating unclaimed money in compliance with California Government Code Sections 50050 through 50057. This policy ensures the Cameron Park Community Services District (CPCSD) manages unclaimed property in a consistent, lawful, and transparent manner.

2. SCOPE

This policy applies to all unclaimed checks, deposits, and other funds held by the CPCSD that remain outstanding for a period of three (3) years or more without any owner-initiated activity or communication.

3. DEFINITIONS

- Unclaimed Property: Any money or funds that remain outstanding or unredeemed for three (3) or more years.
- Escheatment: The legal process by which unclaimed property is transferred to the ownership of the CPCSD.

4. POLICY

4.1 Identification

Finance staff will annually review outstanding items and identify any that have remained unclaimed for three (3) or more years.

4.2 Notification

The District shall publish a notice at least 45 days prior to escheatment in a local newspaper. The notice must include:

- The names of individuals or entities owed funds.
- The dollar amount.
- Instructions for submitting a claim.

4.3 Claims

A party may submit a claim prior to escheatment by completing a District-provided claim form and providing proof of ownership.

Attachment 6A

4.4 Escheatment

If no valid claim is received by the deadline, the funds shall be transferred to the District's General Fund, and ownership is forfeited.

4.5 Exceptions

Unclaimed funds of less than \$15 or those where the depositor's name is unknown may be escheated without publication.

5. RESPONSIBILITIES

- The Finance Department is responsible for maintaining records of unclaimed property, issuing public notices, and processing claims.
- All departments must forward any relevant unclaimed funds or inquiries to Finance for review.

6. REVIEW AND REVISION

This policy shall be reviewed every three years or as required to remain compliant with changes in applicable laws or financial practices.



*Cameron Park
Community Services District*

Staff Report

DATE: May 12, 2025

FROM: MAURICE JOHNSON, INTERIM GENERAL MANAGER

AGENDA ITEM #7: CONSIDERATION OF A LIMITED DURATION TELECOMMUTING POLICY FOR NON-EXEMPT AND EXEMPT EMPLOYEES

RECOMMENDED ACTION: ADOPT THE PROPOSED LIMITED DURATION TELECOMMUTING POLICY AND ASSOCIATED APPLICATION PROCESS FOR TEMPORARY REMOTE WORK ARRANGEMENTS BY DISTRICT STAFF

BACKGROUND

The Cameron Park Community Services District (District) recognizes that flexibility in work arrangements can help accommodate occasional employee needs while maintaining continuity of operations. In alignment with modern workforce trends and the operational realities of public sector work, a *Limited Duration Telecommuting Policy* (Attachment 5A) is proposed to address short-term remote work needs for eligible employees.

Consistent with the process for policy adoption outlined in Policy #1010 of the District Policy Handbook, this item is being submitted by the General Manager for consideration at a regular meeting of the Board of Directors. A copy of the draft policy has been distributed to all Directors at least three days in advance of this meeting, as required.

ANALYSIS

The proposed policy offers a clear framework for supervisors and employees to manage occasional telecommuting requests. Key features include:

- Eligibility limited to positions whose duties can be effectively performed remotely.
- A structured application and review process requiring supervisor and Human Resources/Finance review.

- Daily accountability through supervisor check-ins and productivity tracking.
- Clear expectations regarding work hours, availability, and use of leave accruals.
- Termination of telecommuting arrangements at the discretion of the Department, based on operational needs.

This policy does not establish a right to telecommute but offers a consistent, equitable process for evaluating and approving limited-term telework requests.

FISCAL IMPACT

There is no direct fiscal impact associated with adoption of the policy. Any incidental costs for IT support or equipment needs related to telecommuting will be addressed within existing department budgets and will be reviewed on a case-by-case basis.

CONCLUSION

The proposed policy reflects a thoughtful, operationally sound approach to managing limited-duration telecommuting within the District. Adoption of this policy will help balance flexibility for staff with the District's commitment to providing uninterrupted, high-quality service to the public.

Attachment:

7A – Limited Duration Telecommuting Policy



Maurice Johnson
Interim General Manager

LIMITED DURATION TELECOMMUTING

Limited Duration Telecommuting gives eligible employees the opportunity to work away from the office (remotely) on a temporary basis, if needed. For telecommuting to be successful, it must meet the needs of both the Department and the eligible employee. Telecommuting is not a universal employee benefit and employees do not have a “right” to telecommute.

On a case-by-case basis, if the situation warrants and is operationally effective, requests from employees to telecommute will be considered. While not all job positions are conducive to telecommuting, those positions with primary job duties that can be effectively performed remotely are to be given consideration. The Department reserves the right to accept or deny the employee’s telecommuting request and/or terminate an approved telecommuting request at any time, per Department need.

The Limited Duration Telecommuting request process is as follows:

- Employee informs their supervisor of the need to telecommute in advance of the requested telecommuting date(s). Untimely requests may be denied; however, consideration will be given to unexpected circumstances.
- Telecommuting may be considered for certain days of the week and/or for a span of time, depending on the requestor’s circumstances.
- Employees complete *Section One* of the Limited Duration Telecommuting Application and submit it to their supervisor.
- The supervisor assesses the request and may either accept or deny it in Section Two of the Limited Duration Telecommuting Application. At this point, supervisors are not to verbally tell their employees whether the request is approved or denied.
- The supervisor provides the Limited Duration Telecommuting Application (*with Sections One and Two completed*) to the Finance/Human Resources Manager (electronically is advised). The form must still be submitted to the Finance/Human Resources Manager even if the supervisor denies the request. This is to ensure requests are being fairly and consistently evaluated.
- If necessary, the Finance/Human Resources Officer confirms and/or discusses the approval/denial with the employee’s supervisor.
- In the absence of the Finance/Human Resources Manager, the General Manager may review and approve/deny a request.

If Limited Duration Telecommuting Request is Approved:

- A copy of the approved Limited Duration Telecommuting Application will be provided to the employee and their supervisor.
- The Finance/Human Resources Manager, or designee, will communicate with IT to work with the employee regarding access to agency equipment, IT systems, and networks if needed.
- The supervisor will work with the employee to set the telecommuting parameters and expectations.

- The supervisor will assign duties as needed and follow up on the status of work assignments. The supervisor is responsible for verifying their employees' work productivity and should check in with the employee every day the employee is approved to telecommute.
- Any time during the employee's regular working hours the employee is not working, and is not on a scheduled break/lunch, must be accounted for with leave accruals (sick, vacation, Admin Leave etc.). Such times shall be communicated to and approved by the employee's supervisor prior to taking time off work.

If Limited Duration Telecommuting Request is Denied:

- The reason(s) for denial will be provided on the space available on the Limited Duration Telecommuting Application and the denied application will be returned to the employee and their supervisor.



Cameron Park Community Services District Limited Duration Telecommuting Application

Telecommuting is an option that management may choose to make available to eligible employees. Telecommuting is not a universal employee benefit; employees do not have a "right" to telecommute. The Supervisor and Human Resources reserve the right to accept or reject an employee's request and also terminate a telecommuting arrangement at any time, per Department need. An employee requesting to telecommute completes **Section One**. The employees' Supervisor completes **Section Two** and then forwards the application to the Human Resources Division for final approval/denial.

SECTION ONE: EMPLOYEE INFORMATION (Completed by Employee)

Employee _____

E-Mail Address _____

Job Position _____

Phone Number While Telecommuting _____

The limited duration of the telecommute request is from _____ to _____
(List specific dates or date range). May use a separate sheet if needed.

What is your current work schedule (days/hours)? _____

Proposed Limited Term Telecommute Schedule:

Telecommute Days Needed:	<input type="checkbox"/> Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday	
Telecommute Schedule for Each Requested Day: (Example: from 8:00 am to 5:00 pm.)	Monday	From: _____ To: _____
	Tuesday	From: _____ To: _____
	Wednesday	From: _____ To: _____
	Thursday	From: _____ To: _____
	Friday	From: _____ To: _____

Reason for request/application: _____

(Special Consideration): School/daycare closure from _____

I, _____ understand that Telecommuting is a limited-duration arrangement and agree to its conditions as outlined above.

Signed: _____ Date: _____

Please forward to your immediate Supervisor to complete Section two.

SECTION TWO: APPROVAL (Completed by Employees' Supervisor)

Does your assessment of the individual and the proposed Limited Term Telecommuting indicate the arrangement will be practical and beneficial?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Explain:	
Do you believe this position to be suitable for telecommuting?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Explain:	
Have you determined this telecommuting arrangement to not be detrimental to the Department's ability to adequately staff facilities to provide services to the public during core service hours (M-F, 8:00 AM to 5:00 PM)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Explain	

Supervisor: _____ Date, _____

Please forward to Human Resources to complete Section Three.

•EMAIL: cgreek@cameronpark.org • 2502 Country Club Drive, Cameron Park, CA 95682 • PHONE (530) 677-2231

SECTION THREE: APPROVAL (Completed by Human Resources)

Finance/Human Resources Officer	<input type="checkbox"/> Yes <input type="checkbox"/> No*
General Manager	<input type="checkbox"/> Yes <input type="checkbox"/> No*

**If no, state reason for denial below.*

Finance/Human Resources Officer: _____ Date: _____

General Manager: _____ Date: _____

Reason for denial:

A copy of this completed form should be provided to the employee and the employee's Supervisor.

Policy 3290 – Capital Assets and Inventory

Section 3290.34 – Removal from Inventory and Disposal of Capital Assets

~~Removing capital assets from the inventory – Departments are to adopt internal policies and procedures for the timely removal of capital assets from inventory, including procedures for the proper approvals of disposal requests. Capital assets are to be removed from active inventory only after being declared surplus by the Board of Directors. Departments are to maintain records of capital assets dispositions in accordance with approved department records retention schedules. At a minimum, records of asset removal shall be kept until after the next annual audit by the independent auditors for the District. In addition to this policy, when seeking to dispose of or remove capital assets from inventory, departments are to adhere to guidelines established by the General Manager or his/her designee.~~

The District shall maintain accurate records of all capital assets and ensure that asset removal and disposal is conducted in a transparent, controlled, and auditable manner.

A. General Oversight

The General Manager shall develop and implement internal policies and procedures to ensure the timely and properly authorized removal of capital assets from District inventory.

B. Surplus Declaration Requirement

No capital asset may be removed from active inventory unless it has been formally declared surplus by the Board of Directors. This declaration must occur before any transfer, sale, disposal, or decommissioning.

C. Recordkeeping and Audit Requirements

The Administration Department is responsible for maintaining detailed records of asset dispositions in accordance with the District’s approved records retention schedules. At a minimum, documentation shall be retained until the completion of the next annual audit by the District’s independent auditors.

D. Disposal Procedures

Disposal of surplus capital assets shall follow any additional guidelines issued by the General Manager or their designee, including proper valuation, disposal method, and documentation requirements.

E. Priority Offer to Public Agencies

For fire and emergency-related assets, disposal procedures shall include a preliminary offering to eligible local public agencies consistent with Policy 3085.3. This approach aligns with the District’s practice for surplus real estate (Policy 3085.2) and reflects a commitment to maximizing public benefit and inter-agency support.

Policy 3290 – Capital Assets and Inventory

Section 3290.34 – Removal from Inventory and Disposal of Capital Assets

The District shall maintain accurate records of all capital assets and ensure that asset removal and disposal is conducted in a transparent, controlled, and auditable manner.

A. General Oversight

The General Manager shall develop and implement internal policies and procedures to ensure the timely and properly authorized removal of capital assets from District inventory.

B. Surplus Declaration Requirement

No capital asset may be removed from active inventory unless it has been formally declared surplus by the Board of Directors. This declaration must occur before any transfer, sale, disposal, or decommissioning.

C. Recordkeeping and Audit Requirements

The Administration Department is responsible for maintaining detailed records of asset dispositions in accordance with the District's approved records retention schedules. At a minimum, documentation shall be retained until the completion of the next annual audit by the District's independent auditors.

D. Disposal Procedures

Disposal of surplus capital assets shall follow any additional guidelines issued by the General Manager or their designee, including proper valuation, disposal method, and documentation requirements.

E. Priority Offer to Public Agencies

For fire and emergency-related assets, disposal procedures shall include a preliminary offering to eligible local public agencies consistent with Policy 3085.3. This approach aligns with the District's practice for surplus real estate (Policy 3085.2) and reflects a commitment to maximizing public benefit and inter-agency support.

Policy 3085 – Disposal of Surplus Personal Property

When District-owned personal property is no longer of use or value to the District, it shall be declared surplus and disposed of in a manner that maximizes public benefit, complies with applicable laws, and ensures transparency.

3085.1 – Property Valued at Less Than \$5,000

The General Manager may dispose of surplus personal property with an estimated value of less than \$5,000 through private sale or trade-in, ~~subject to Board approval~~ **subject to Board approval**. No public notice is required for these transactions.

3085.2 – Property Valued at \$5,000 or More

Surplus personal property with an estimated value of \$5,000 or more shall be disposed of through public auction or competitive sealed bid following approval by the Board of Directors.

- Notice of the sale shall be published in a local newspaper at least five (5) days prior to the auction or bid opening.
- The District reserves the right to reject any or all bids.
- Proceeds from such sales shall be deposited into the District's general fund or an appropriate designated fund.

3085.3 – Priority Sale to Government Agencies

Prior to public auction or private sale, the District may offer surplus equipment, vehicles, or other personal property to local government fire departments, public safety agencies, or cooperating mutual aid partners.

- ***Offers shall be made in writing, including a description of the property, its condition, and an estimated fair market value (FMV).***
- ***A minimum 14-calendar-day response period shall be provided.***
- ***Any resulting sale or donation must be approved by the Board of Directors via resolution.***
- ***This procedure is consistent with the District's existing practice for surplus real estate disposition (Policy 3085.2) and reinforces the District's commitment to inter-agency cooperation and responsible asset management.***
- ***If no acceptable offer is received, the District shall proceed with public auction or sealed bid in accordance with Section 3085.2.***

Policy 3085 – Disposal of Surplus Personal Property

When District-owned personal property is no longer of use or value to the District, it shall be declared surplus and disposed of in a manner that maximizes public benefit, complies with applicable laws, and ensures transparency.

3085.1 – Property Valued at Less Than \$5,000

The General Manager may dispose of surplus personal property with an estimated value of less than \$5,000 through private sale or trade-in, subject to Board approval. No public notice is required for these transactions.

3085.2 – Property Valued at \$5,000 or More

Surplus personal property with an estimated value of \$5,000 or more shall be disposed of through public auction or competitive sealed bid following approval by the Board of Directors.

- Notice of the sale shall be published in a local newspaper at least five (5) days prior to the auction or bid opening.
- The District reserves the right to reject any or all bids.
- Proceeds from such sales shall be deposited into the District's general fund or an appropriate designated fund.

3085.3 – Priority Sale to Government Agencies

Prior to public auction or private sale, the District may offer surplus equipment, vehicles, or other personal property to **local government fire departments, public safety agencies, or cooperating mutual aid partners**.

- Offers shall be made in writing, including a description of the property, its condition, and an estimated fair market value (FMV).
- A minimum 14-calendar-day response period shall be provided.
- Any resulting sale or donation must be approved by the Board of Directors via resolution.
- This procedure is consistent with the District's existing practice for surplus real estate disposition (Policy 3085.2) and reinforces the District's commitment to inter-agency cooperation and responsible asset management.
- If no acceptable offer is received, the District shall proceed with public auction or sealed bid in accordance with Section 3085.2.

**Cameron Park Community Services District
Check/Voucher Register - Check Register**

Item #11A

From 4/1/2025 Through 4/30/2025

Vendor Name	Description	Check Amount	Check Date	Check #
	Payroll GL 04/11/25 PP08	34,676.78	4/10/2025	Payroll GL 04/11/25
		34,676.78	4/10/2025	Total Payroll GL 04/11/25
	Payroll GL 04/25/25 PP09	38,931.82	4/24/2025	Payroll GL 04/25/25
		38,931.82	4/24/2025	Total Payroll GL 04/25/25
Abila	Accounting Software - April 2025	966.58	4/10/2025	40489
		966.58	4/10/2025	Total 40489
AFSCME District Council 57	Union Dues for Payroll PP08 3/23-4/5/25	93.22	4/10/2025	40490
		93.22	4/10/2025	Total 40490
AFSCME District Council 57	Union Dues for Payroll PP09 4/6-4/19/25	94.38	4/24/2025	40547
		94.38	4/24/2025	Total 40547
Airespring Inc.	Internet Broadband Com Cntr/Lake - April 2025	692.09	4/3/2025	40430
		692.09	4/3/2025	Total 40430
Airgas National Carbonation	CO2 Fill, Pool 4/7/25	177.16	4/17/2025	40527
		177.16	4/17/2025	Total 40527
Airgas National Carbonation	CO2 Tank Rental 3/31/25	112.30	4/17/2025	40526
		112.30	4/17/2025	Total 40526
Alhambra	Water & Cooler Rental 3/20/25	40.47	4/10/2025	40491
		40.47	4/10/2025	Total 40491
AT&T Calnet 3	CSD Phone Lines BAN#9391035823 2/24-3/23/25	500.43	4/3/2025	40432
		500.43	4/3/2025	Total 40432
AT&T Calnet 3	FD89 Fax Line BAN#9391035819 3/10-4/9/25	31.65	4/17/2025	40528

**Cameron Park Community Services District
Check/Voucher Register - Check Register**

Item #11A

From 4/1/2025 Through 4/30/2025

Vendor Name	Description	Check Amount	Check Date	Check #
		31.65	4/17/2025	Total 40528
AT&T Calnet 3	FD89 Phone Lines BAN#9391035822 2/24-3/23/25	196.67	4/3/2025	40433
		196.67	4/3/2025	Total 40433
Big Brand Tire and Service	FD E-88 (6) New Tires 3/28/25	4,300.89	4/10/2025	40492
		4,300.89	4/10/2025	Total 40492
Brighton Energy	CC Solar 3/1-3/31/25	4,489.59	4/10/2025	40493
		4,489.59	4/10/2025	Total 40493
Brighton Energy	FD89 Solar 3/1-3/31/25	1,278.67	4/10/2025	40494
		1,278.67	4/10/2025	Total 40494
California Public Employee's Retirement System	CalPERS 457 for Payroll PP08 04-11-25	350.00	4/11/2025	1002880344
		350.00	4/11/2025	Total 1002880344
California Public Employee's Retirement System	CalPERS 457 for Payroll PP09 04-25-25	350.00	4/25/2025	1002890643
		350.00	4/25/2025	Total 1002890643
California Public Employee's Retirement System	CalPERS Health - April 2025 (Ret. Admin)	1,446.27	4/4/2025	1002866119
California Public Employee's Retirement System	CalPERS Health - April 2025 (Ret. Fire)	2,223.23	4/4/2025	
California Public Employee's Retirement System	CalPERS Health - April 2025 (Ret. Parks)	4,130.43	4/4/2025	
California Public Employee's Retirement System	CalPERS Health - April 2025 (Ret. Rec)	2,659.46	4/4/2025	
California Public Employee's Retirement System	CalPERS Health - April 2025 (Active Admin)	4,142.74	4/4/2025	

**Cameron Park Community Services District
Check/Voucher Register - Check Register**

Item #11A

From 4/1/2025 Through 4/30/2025

Vendor Name	Description	Check Amount	Check Date	Check #
California Public Employee's Retirement System	CalPERS Health - April 2025 (Active CC&R)	1,115.57	4/4/2025	
California Public Employee's Retirement System	CalPERS Health - April 2025 (Active Com Center/Rec)	2,847.81	4/4/2025	
California Public Employee's Retirement System	CalPERS Health - April 2025 (Active EE w/h)	2,324.38	4/4/2025	
California Public Employee's Retirement System	CalPERS Health - April 2025 (Active Parks)	3,408.05	4/4/2025	
		24,297.94	4/4/2025	Total 1002866119
California Public Employee's Retirement System	CalPERS Retirement - Pepra PP08 04/11/25	4,286.19	4/11/2025	1002880342
		4,286.19	4/11/2025	Total 1002880342
California Public Employee's Retirement System	CalPERS Retirement - Pepra PP09 04/25/25	4,377.63	4/25/2025	1002890641
		4,377.63	4/25/2025	Total 1002890641
CardConnect	Front Desk CC Devices Rental Mthly 3/1-3/31/25	50.00	4/3/2025	40437
		50.00	4/3/2025	Total 40437
Chloe Dahae Johnston	Inst. Pay Pre Ballet & Baby Ballet Classes 3/7-3/28/25	195.00	4/3/2025	40471
		195.00	4/3/2025	Total 40471
Churchill's Hardware, Inc.	CC/Parks Hardware Supplies 3/10-4/22/25	874.43	4/24/2025	40550
		874.43	4/24/2025	Total 40550
Cintas Corporation #622	CC Janitorial Supplies 3/25/25	281.08	4/3/2025	40439
		281.08	4/3/2025	Total 40439

**Cameron Park Community Services District
Check/Voucher Register - Check Register**

Item #11A

From 4/1/2025 Through 4/30/2025

Vendor Name	Description	Check Amount	Check Date	Check #
Cintas Corporation #622	CC Janitorial Supplies 4/15/25	430.39	4/17/2025	40529
		430.39	4/17/2025	Total 40529
Cintas Corporation #622	CC Janitorial Supplies 4/2/25	471.05	4/3/2025	40439
		471.05	4/3/2025	Total 40439
Cintas Corporation #622	CC Janitorial Supplies 4/8/25	357.05	4/17/2025	40529
		357.05	4/17/2025	Total 40529
City Wide Facility Solutions Sacramento	CC April Managed Janitorial Srvcs 5x per week 4/1/25	5,845.21	4/10/2025	40496
City Wide Facility Solutions Sacramento	CC Diagnosis of Lighting Management System 4/2/25	160.88	4/10/2025	
		6,006.09	4/10/2025	Total 40496
City Wide Facility Solutions Sacramento	CSD Garb Can Liners 10 Rolls 4/17/25	104.68	4/24/2025	40551
		104.68	4/24/2025	Total 40551
Cole Huber LLP	CP CSD Board of DIR Conflict of Inter.#10767 11/14-11/27/25	3,210.00	4/10/2025	40505
Cole Huber LLP	CP CSD Board of DIR Conflict of Interest #10767 12/6/24	90.00	4/10/2025	
		3,300.00	4/10/2025	Total 40505
Comcast	FD88 Internet 3/23-4/22/25	0.56	4/10/2025	40497
		0.56	4/10/2025	Total 40497
Comcast	FD89 Internet 4/11-5/10/25	493.48	4/10/2025	40498
		493.48	4/10/2025	Total 40498
Conforti Plumbing, Inc	CC Srvcs Call 2nd Fix for Gym Women's bathroom 4/1/25	180.00	4/10/2025	40499

**Cameron Park Community Services District
Check/Voucher Register - Check Register**

Item #11A

From 4/1/2025 Through 4/30/2025

Vendor Name	Description	Check Amount	Check Date	Check #
Conforti Plumbing, Inc	CC Srvc's Call Gym Women's Bath not Flushing 3/24/25	185.00	4/10/2025	
		365.00	4/10/2025	Total 40499
Conforti Plumbing, Inc	Christa - Srvc's Call Fixed Leak Main WL Repair 3/25/25	1,730.00	4/3/2025	40440
		1,730.00	4/3/2025	Total 40440
Conforti Plumbing, Inc	Christa - Srvc's Call Leaks & Repairson Soccer Fields 4/10/25	2,476.00	4/17/2025	40530
		2,476.00	4/17/2025	Total 40530
Dawn Avalon	Inst. Pay Tai Chi for Health Classes 3/4-3/27/25	185.40	4/3/2025	40434
		185.40	4/3/2025	Total 40434
De Lage Landen Financial Services, Inc.	CSD Copier Lease 4/15-5/14/25	300.30	4/24/2025	40554
		300.30	4/24/2025	Total 40554
De Lage Landen Financial Services, Inc.	FD88 Copier Lease 4/15-5/14/25	64.35	4/24/2025	40553
		64.35	4/24/2025	Total 40553
De Lage Landen Financial Services, Inc.	FD89 Copier Lease 4/15-5/14/25	196.82	4/24/2025	40552
		196.82	4/24/2025	Total 40552
Delta Dental of California	Dental - May 2025	1,177.50	4/24/2025	40555
		1,177.50	4/24/2025	Total 40555
Department of Justice	Rec Instructors Fingerprinting March 2025	64.00	4/17/2025	40531
		64.00	4/17/2025	Total 40531

**Cameron Park Community Services District
Check/Voucher Register - Check Register**

Item #11A

From 4/1/2025 Through 4/30/2025

Vendor Name	Description	Check Amount	Check Date	Check #
Department of Water Resources	Annual Dam Fee FY 25/26 Cust#1021	8,195.00	4/24/2025	40556
		8,195.00	4/24/2025	Total 40556
Dian Hoel	Inst. Pay Musical Theater Tap Classes 3/6-3/27/25	54.00	4/3/2025	40465
		54.00	4/3/2025	Total 40465
Distinctive Recognition, Inc.	Growlersburg APDA Uniforms 3/31/25	3,013.52	4/3/2025	40441
		3,013.52	4/3/2025	Total 40441
DJ Arvizu	Refund for Futsal (they live in SoCal) 3/31/25	178.00	4/3/2025	40431
		178.00	4/3/2025	Total 40431
DMV	CP Lake Polris Registration Fee VIN#3NSRXA577KE397676	54.00	4/3/2025	40442
		54.00	4/3/2025	Total 40442
Eide Bailly LLP	Accounting Services - March 2025	3,699.00	4/10/2025	40501
		3,699.00	4/10/2025	Total 40501
El Dorado County Environmental Mgmt.	CSD Business Plans - Annual Permit ID0000802 4/1/25	351.00	4/10/2025	40500
		351.00	4/10/2025	Total 40500
El Dorado County Office of Education	CC Full Hall Deposit Refund 3/21/25	600.00	4/3/2025	40461
		600.00	4/3/2025	Total 40461
El Dorado Disposal Service	CP Lake - 2 Dumpster Overweight Fee 3/27/25	354.31	4/3/2025	40462
		354.31	4/3/2025	Total 40462
El Dorado Irrigation District	Bar J - B Water 1/28-3/26/25	267.80	4/3/2025	40453

**Cameron Park Community Services District
Check/Voucher Register - Check Register**

Item #11A

From 4/1/2025 Through 4/30/2025

Vendor Name	Description	Check Amount	Check Date	Check #
		267.80	4/3/2025	Total 40453
El Dorado Irrigation District	Bar J -15A Water/Landscape 1/28-3/25/25	406.76	4/3/2025	40452
		406.76	4/3/2025	Total 40452
El Dorado Irrigation District	Cam Valley Water/Landscape 1/17-3/18/25	647.12	4/3/2025	40443
		647.12	4/3/2025	Total 40443
El Dorado Irrigation District	CC Pool & Grounds Recycle/Water/Sewer 1/22-3/24/25	594.59	4/3/2025	40460
		594.59	4/3/2025	Total 40460
El Dorado Irrigation District	Chardi/CP entry Water/Landscape 1/22-3/21/25	134.55	4/3/2025	40458
		134.55	4/3/2025	Total 40458
El Dorado Irrigation District	Christa McAuliffe water 1/28-3/26/25	586.35	4/3/2025	40451
		586.35	4/3/2025	Total 40451
El Dorado Irrigation District	CM-Merrychase-RR Water/Sewer 1/28-3/26/25	202.95	4/3/2025	40447
		202.95	4/3/2025	Total 40447
El Dorado Irrigation District	Com Ctr Bldg Water/Sewer 1/22-3/24/25	1,509.05	4/3/2025	40459
		1,509.05	4/3/2025	Total 40459
El Dorado Irrigation District	CP Lake Water/Sewer 1/24-3/25/25	806.69	4/3/2025	40456
		806.69	4/3/2025	Total 40456
El Dorado Irrigation District	David West Water 1/24-3/21/25	283.09	4/3/2025	40454
		283.09	4/3/2025	Total 40454

**Cameron Park Community Services District
Check/Voucher Register - Check Register**

Item #11A

From 4/1/2025 Through 4/30/2025

Vendor Name	Description	Check Amount	Check Date	Check #
El Dorado Irrigation District	Dog Park Water 1/23-3/21/25	111.73	4/3/2025	40449
		111.73	4/3/2025	Total 40449
El Dorado Irrigation District	Eastwood Water 1/16-3/19/25	108.48	4/3/2025	40444
		108.48	4/3/2025	Total 40444
El Dorado Irrigation District	Eastwood Water 1/17-3/13/25	124.39	4/3/2025	40445
		124.39	4/3/2025	Total 40445
El Dorado Irrigation District	Eastwood Water/Landscape 1/17-3/13/25	94.14	4/3/2025	40455
		94.14	4/3/2025	Total 40455
El Dorado Irrigation District	FD88 Water/Sewer 1/25-3/21/25	350.84	4/3/2025	40448
		350.84	4/3/2025	Total 40448
El Dorado Irrigation District	FD89 Water/Sewer 1/28-3/26/25	2,159.57	4/3/2025	40446
		2,159.57	4/3/2025	Total 40446
El Dorado Irrigation District	Northview Park Water 1/17-3/17/25	168.36	4/3/2025	40457
		168.36	4/3/2025	Total 40457
El Dorado Irrigation District	Rasmussen Park Water/Sewer 1/24-3/24/25	222.67	4/3/2025	40450
		222.67	4/3/2025	Total 40450
Emily Azevedo	Square Dance Class Cancelled Refund 4/16/25	100.00	4/24/2025	40548
		100.00	4/24/2025	Total 40548
Ethen Lorenzo Momeyer	FF Intern Shifts Stipend 3/1,5,12,15,19,23,26,27/25	640.00	4/3/2025	40474
		640.00	4/3/2025	Total 40474

**Cameron Park Community Services District
Check/Voucher Register - Check Register**

Item #11A

From 4/1/2025 Through 4/30/2025

Vendor Name	Description	Check Amount	Check Date	Check #
Executech	CP Lake- IT Visit for Parking Boxx 3/26/25	350.00	4/10/2025	40502
Executech	MSA Part 1 Monthly Billing April 2025	2,345.00	4/10/2025	
		2,695.00	4/10/2025	Total 40502
Executech	MSA Part 2 (Cloud, 365 ect.) March 2025	813.56	4/17/2025	40534
		813.56	4/17/2025	Total 40534
Hailey Marshall	Mileage Reimb February & March 2025	18.90	4/17/2025	40542
		18.90	4/17/2025	Total 40542
Hangtown Fire Control, Inc.	FD89 Hood Semi Annual Srvc 4/15/25	208.23	4/24/2025	40557
		208.23	4/24/2025	Total 40557
Highlander Termite & Pest Control	CC Pest Control 4/10/25	75.00	4/17/2025	40537
		75.00	4/17/2025	Total 40537
Highlander Termite & Pest Control	CP Lake Bait Boxes 4/7/25	140.00	4/17/2025	40535
		140.00	4/17/2025	Total 40535
Highlander Termite & Pest Control	CP Lake Pest Control 4/21/25	85.00	4/24/2025	40559
		85.00	4/24/2025	Total 40559
Highlander Termite & Pest Control	FD88 Pest Control 4/10/25	65.00	4/17/2025	40536
		65.00	4/17/2025	Total 40536
Highlander Termite & Pest Control	FD89 Pest Control 3/15/25	75.00	4/10/2025	40504

**Cameron Park Community Services District
Check/Voucher Register - Check Register**

Item #11A

From 4/1/2025 Through 4/30/2025

Vendor Name	Description	Check Amount	Check Date	Check #
		75.00	4/10/2025	Total 40504
Highlander Termite & Pest Control	FD89 Pest Control 4/15/25	75.00	4/24/2025	40558
		75.00	4/24/2025	Total 40558
Hunt & Sons	FD Bulk Fuel 3/28/25	1,455.35	4/3/2025	40466
		1,455.35	4/3/2025	Total 40466
Hunt & Sons	FD Bulk Fuel 4/11/25	1,200.85	4/24/2025	40560
		1,200.85	4/24/2025	Total 40560
Interwest Consulting Group, Inc.	FD Inpsect. Srvc Church of Foothills 10/18/24	256.38	4/24/2025	40561
		256.38	4/24/2025	Total 40561
Interwest Consulting Group, Inc.	FD Inpsect. Srvc Room 2 Game 3/26/25	152.75	4/3/2025	40467
Interwest Consulting Group, Inc.	FD Inpsect. Srvc D&D Solar Brokers 3/21/25	302.75	4/3/2025	
		455.50	4/3/2025	Total 40467
Interwest Consulting Group, Inc.	FD Inpsect. Srvc New NSF 1/2/25	253.10	4/24/2025	40561
		253.10	4/24/2025	Total 40561
Interwest Consulting Group, Inc.	FD Inpsect. Srvc Room 2 Game 3/14/25	272.75	4/3/2025	40467
		272.75	4/3/2025	Total 40467
Interwest Consulting Group, Inc.	FD Inpsect. Srvc Salehi Propane Setup 12/11/24	272.75	4/24/2025	40561
Interwest Consulting Group, Inc.	FD Inpsect. Srvc Shamanic Living 11/1/24	332.75	4/24/2025	

**Cameron Park Community Services District
Check/Voucher Register - Check Register**

Item #11A

From 4/1/2025 Through 4/30/2025

Vendor Name	Description	Check Amount	Check Date	Check #
Interwest Consulting Group, Inc.	FD Inspect. Srvc's Shamanic Living 11/27/24	272.75	4/24/2025	
Interwest Consulting Group, Inc.	FD Inspect. Srvc's Team Cycle & T's Espresso 1/2/25	253.10	4/24/2025	
Interwest Consulting Group, Inc.	FD Inspect. Srvc's Togo's & Baskin Robbins 10/18/24	256.38	4/24/2025	
Interwest Consulting Group, Inc.	FD Inspect. Srvc's Togos & Baskin Robins 9/19/24	272.75	4/24/2025	
Interwest Consulting Group, Inc.	FD Plan Review Colfescue Resid-New SFR 11/1/24 - 01/16/25	392.50	4/24/2025	
Interwest Consulting Group, Inc.	FD Plan Review Fire Alarm 2643 CP Drive 10/1/24-11/15/24	572.50	4/24/2025	
		<hr/> 2,625.48	4/24/2025	Total 40561
Interwest Consulting Group, Inc.	FD Plan Review Tenant improv. Menchie's -2/1-3/28/25	512.50	4/3/2025	40467
		<hr/> 512.50	4/3/2025	Total 40467
Interwest Consulting Group, Inc.	FD Plan Review The Habit Hood/Duct Fire System 3/1-3/26/25	572.50	4/10/2025	40506
		<hr/> 572.50	4/10/2025	Total 40506
Jamie Christine Hall	Inst. Pay Kaiut Yoga Classes 3/4-3/27/25	300.00	4/3/2025	40464
		<hr/> 300.00	4/3/2025	Total 40464
Jeffrey Robert Fales	Pre-emp Fingerprinting - Rec Leader 4/11/25	25.00	4/17/2025	40525
		<hr/> 25.00	4/17/2025	Total 40525
Johnson Controls	CC Replace AC-2 Supply & Thermo for Mens Pool Locker 3/26/25	1,515.97	4/3/2025	40468

**Cameron Park Community Services District
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Item #11A

From 4/1/2025 Through 4/30/2025

Vendor Name	Description	Check Amount	Check Date	Check #
		1,515.97	4/3/2025	Total 40468
Joseph Ellinwood	CC Full Hall Deposit Refund 4/9/25	600.00	4/17/2025	40532
		600.00	4/17/2025	Total 40532
JS West Propane Gas	Propane Fill Pool & CC 3/31/25	11,616.91	4/17/2025	40538
		11,616.91	4/17/2025	Total 40538
Kenneth R. Campo	Financial Consulting Srvcs - March 2025	5,110.00	4/10/2025	40495
		5,110.00	4/10/2025	Total 40495
Kyle Marshall Kellogg	FF Intern Shifts Stipend 3/6,3/13/25	160.00	4/10/2025	40507
		160.00	4/10/2025	Total 40507
L. Kathleen Gilcrest	DIR Comp Meetings 3/3,3/10,3/19/25	300.00	4/10/2025	40503
		300.00	4/10/2025	Total 40503
Larry McBride	In Lieu Medical Benefits - Retired - April 2025	600.00	4/3/2025	40473
		600.00	4/3/2025	Total 40473
Lewis E. Johnson	Inst. Pay Let's Uke Classes 3/5-3/26/25	110.40	4/3/2025	40469
		110.40	4/3/2025	Total 40469
Life-Assist, Inc.	FD EMS Supplies (Gloves,IV,Vial,Syringe) 4/7/25	198.78	4/17/2025	40539
		198.78	4/17/2025	Total 40539
Life-Assist, Inc.	FD Medical Supplies (Gauze,Tubing,Vials,Syringes) 3/31/25	1,481.41	4/10/2025	40508
		1,481.41	4/10/2025	Total 40508
Life-Assist, Inc.	FD Medical Supplies (Laerdal suction w/tubing) 3/28/25	20.39	4/3/2025	40472

**Cameron Park Community Services District
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Item #11A

From 4/1/2025 Through 4/30/2025

Vendor Name	Description	Check Amount	Check Date	Check #
		20.39	4/3/2025	Total 40472
Life-Assist, Inc.	FD Medical Supplies (Nitrile Gloves,Aceta Inject) 4/2/25	200.86	4/10/2025	40508
		200.86	4/10/2025	Total 40508
Longyear, Lavra & Cahill, LLP	CSD Professional Services (Attorney) 3/3-3/31/25	4,770.00	4/17/2025	40540
		4,770.00	4/17/2025	Total 40540
Loren Azevedo	Refund for a cancelled class by the CSD 3/27/25	100.00	4/3/2025	40435
		100.00	4/3/2025	Total 40435
Luckscheider Enterprise Inc.	2018 Ford F250 Truck Gear Shift Repair 4/10/25	924.04	4/17/2025	40541
Luckscheider Enterprise Inc.	Parks 2008 Ford F150 Replaced Starter 4/14/25	421.06	4/17/2025	
Luckscheider Enterprise Inc.	Parks 2008 Ford Ranger Radiator Cap & Repair 4/14/25	169.66	4/17/2025	
Luckscheider Enterprise Inc.	Parks 2015 Ford F250 Srvc Oil Change 4/10/25	114.41	4/17/2025	
		1,629.17	4/17/2025	Total 40541
Lynnette Falls	Inst. Pay Line Dancing Class 3/13/25	462.00	4/3/2025	40463
		462.00	4/3/2025	Total 40463
Maurice Johnson	Cell Allowance - April 2025	100.00	4/3/2025	40470
		100.00	4/3/2025	Total 40470
Med-Packs LLC	FD EMS NarcTrak Pro Subscrip. 4/30/25-4/30/26	425.00	4/17/2025	40533
		425.00	4/17/2025	Total 40533
Myung Chong	Inst. Pay Modified Zumba Classes 3/3-3/31/25	172.50	4/3/2025	40438
		172.50	4/3/2025	Total 40438
Napa Auto Parts	FD B2715 Truck Service Parts 4/2/25	251.54	4/10/2025	40509

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Vendor Name	Description	Check Amount	Check Date	Check #
		251.54	4/10/2025	Total 40509
Napa Auto Parts	Lake - 3Mo Wty Battery/Core Deposit 3/24/25	80.76	4/3/2025	40475
Napa Auto Parts	Lake - Battery for #5 Truck + Radiator Fluid 4/1/25	245.67	4/3/2025	
Napa Auto Parts	Lake - Battery for Toro Spreader 3/28/25	57.66	4/3/2025	
		384.09	4/3/2025	Total 40475
O'Connor & Company	CSD FY22/23 Audit Services 3/6-3/28/25	4,840.00	4/10/2025	40510
		4,840.00	4/10/2025	Total 40510
Pathian Administrators	Vision Benefits - May 2025	139.81	4/10/2025	40511
		139.81	4/10/2025	Total 40511
Paychex	Paychex Flex/Mobile fees for March 2025	165.30	4/21/2025	9132553
		165.30	4/21/2025	Total 9132553
Paychex	Paychex Payroll Fees for 04-11-25 PP08	285.44	4/11/2025	2025040701
		285.44	4/11/2025	Total 2025040701
Paychex	Paychex Payroll Fees for 04-25-25 PP09	275.55	4/25/2025	2025042101
		275.55	4/25/2025	Total 2025042101
Paychex	Paychex Q1 CY 2025 Tax Liab adjustment (CA DBL)	0.01	4/21/2025	03/31/25 Q1 Tax adj
Paychex	Paychex Q1 CY 2025 Tax Liab adjustment (CA SUI)	0.03	4/21/2025	
		0.04	4/21/2025	Total 03/31/25 Q1 Tax ...
PG&E	Elec. 02/24-03/24/25 LLADs	14,911.25	4/17/2025	40543
		14,911.25	4/17/2025	Total 40543
PG&E	Elec. CC & LP #53 2/18-3/18/25	4,058.25	4/3/2025	40477

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From 4/1/2025 Through 4/30/2025

Vendor Name	Description	Check Amount	Check Date	Check #
		4,058.25	4/3/2025	Total 40477
PG&E	Elec. CP Lake & New Crn Bar J B 2/24-3/24/25	1,273.61	4/17/2025	40544
		1,273.61	4/17/2025	Total 40544
PG&E	Elec. CP Lake Aerators 2/14-3/17/25	541.12	4/3/2025	40476
		541.12	4/3/2025	Total 40476
PG&E	Elec. FD88&89 & Tower/Cam Val Carousel 2/24-3/24/25	1,161.86	4/10/2025	40512
		1,161.86	4/10/2025	Total 40512
Pitney Bowes Global Financial Services	Mailstation Rental 3/30/25-7/30/25	86.57	4/10/2025	40513
		86.57	4/10/2025	Total 40513
Riverview International Trucks, Inc.	FD E-88 Ubolt Repair Parts 4/2/25	375.25	4/10/2025	40514
		375.25	4/10/2025	Total 40514
Riverview International Trucks, Inc.	FD E388 Oil Cooler Part 4/11/25	1,928.63	4/17/2025	40545
		1,928.63	4/17/2025	Total 40545
Rotary International Cameron Park	Rotary Meetings - 4 Absences in Feb & Jan Dues	110.00	4/10/2025	40515
		110.00	4/10/2025	Total 40515
Sidney Arthur Bazett	DIR Comp Meetings 4/1, 4/16/25	200.00	4/24/2025	40549
		200.00	4/24/2025	Total 40549
Sierra Office Systems and Products	FD88 & 89 Office Supplies (Flash Drives,Binder) 3/29/25	256.04	4/3/2025	40479

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Vendor Name	Description	Check Amount	Check Date	Check #
		256.04	4/3/2025	Total 40479
Sierra Sharks Swim Team	CC Full Hall Deposit Refund 3/20/25	600.00	4/3/2025	40480
		600.00	4/3/2025	Total 40480
SiteOne Landscape Supply	Parks - Irrigation Pumps (w/credit #151368969-001) 3/28/25	185.46	4/3/2025	40481
		185.46	4/3/2025	Total 40481
SiteOne Landscape Supply	Parks - Utility Pump Hose (w/Credit #151368969-001) 3/28/25	180.85	4/10/2025	40516
		180.85	4/10/2025	Total 40516
Solitude Lake Management LLC	Annual Maintenance - April Billing 4/1-4/30/25	216.32	4/10/2025	40517
		216.32	4/10/2025	Total 40517
Stephen A. Twitchell	Inst. Pay Modified Zumba Classes 3/3-3/31/25	172.50	4/3/2025	40483
		172.50	4/3/2025	Total 40483
Stephen Beck	Inst. Pay Futsal League - Session 3 2/21-3/23/25	17,711.40	4/3/2025	40436
		17,711.40	4/3/2025	Total 40436
Target Specialty Products	Cp Lake Haz Landscape & Aquatics 2 case 4/17/25	6,849.96	4/24/2025	40562
		6,849.96	4/24/2025	Total 40562
Target Specialty Products	CP Lake Herbicide 4/14/25	86.17	4/17/2025	40546
Target Specialty Products	CP Lake Herbicide/Spreader Activator/NPK 4/15/25	2,621.61	4/17/2025	
		2,707.78	4/17/2025	Total 40546
Tawny Purcell	Inst. Pay Low Impact Cardio & Tone Classes 3/10-3/31/25	79.20	4/3/2025	40478
		79.20	4/3/2025	Total 40478

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Vendor Name	Description	Check Amount	Check Date	Check #
The Paint Spot, Inc.	D. West - Forest Green paint for Cubbies 4/21/25	98.39	4/24/2025	40563
		98.39	4/24/2025	Total 40563
The Paint Spot, Inc.	Rasmussen Park - Paint Project 3/29/25	77.86	4/3/2025	40482
		77.86	4/3/2025	Total 40482
TPX Communications	Com Center Phones/Internet April 2025	1,170.76	4/10/2025	40518
		1,170.76	4/10/2025	Total 40518
Umpqua Bank	Banking Maint Fee for March 2025	309.14	4/22/2025	Bank Maint Fee
		309.14	4/22/2025	Total Bank Maint Fee
Umpqua Bank	Credit Card Merch Fees - ISVPay/Umpqua (P-Boxx) March 2025	25.99	4/3/2025	Merch Fees-PB
		25.99	4/3/2025	Total Merch Fees-PB
Umpqua Bank	Credit Card Merch Fees- Umpqua March 2025 (ARC 7.25%)	108.65	4/9/2025	Merch Fees
Umpqua Bank	Credit Card Merch Fees- Umpqua March 2025 (FD IN 6.55%)	98.16	4/9/2025	
Umpqua Bank	Credit Card Merch Fees- Umpqua March 2025 (Parks 4.87%)	72.98	4/9/2025	
Umpqua Bank	Credit Card Merch Fees- Umpqua March 2025 (Rec/CC 81.33%)	1,218.78	4/9/2025	
		1,498.57	4/9/2025	Total Merch Fees
Umpqua Bank	Merch Application Fee - ISVPay/Umpqua (P-Boxx) March 2025	45.00	4/3/2025	Merch Fees-PB
		45.00	4/3/2025	Total Merch Fees-PB

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From 4/1/2025 Through 4/30/2025

Vendor Name	Description	Check Amount	Check Date	Check #
Umpqua Bank Commercial Card OPS	Umpqua CC's - March 2025	10,833.39	4/10/2025	40519
		10,833.39	4/10/2025	Total 40519
Verizon Business	FD Business Lines 4/10/25	5.72	4/24/2025	40564
		5.72	4/24/2025	Total 40564
Verizon Wireless	FD Wireless 2/16-3/15/25	437.35	4/3/2025	40485
		437.35	4/3/2025	Total 40485
Verizon Wireless	Parks Wireless - Wifi's, Hot spots, ect. 3/11-4/10/25	320.89	4/24/2025	40565
		320.89	4/24/2025	Total 40565
Verizon Wireless	Wireless Phones CC, Rec, Parks, CCR, Admin 02/11-03/10/25	834.60	4/3/2025	40484
		834.60	4/3/2025	Total 40484
White Hot Tees	FD Growlersburg Safety Orange T-shirts 3/21/25	919.67	4/3/2025	40486
		919.67	4/3/2025	Total 40486
Wittman Enterprises, LLC	First Responder Fees Billing Services 2/28-3/28/25	2,430.00	4/3/2025	40487
		2,430.00	4/3/2025	Total 40487
WiZiX Technology Group, Inc	Copier Count 2/1-2/28/25	69.50	4/3/2025	40488
		69.50	4/3/2025	Total 40488
WiZiX Technology Group, Inc	Copier Count 3/1-3/31/25	62.66	4/10/2025	40520
		62.66	4/10/2025	Total 40520
Zuri Alliance LLC	CC March Pool services 4/1/25	3,536.00	4/10/2025	40522
		3,536.00	4/10/2025	Total 40522

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Vendor Name	Description	Check Amount	Check Date	Check #
Zuri Alliance LLC	CC Pool Chemicals for March 3/28/25	1,413.48	4/10/2025	40523
		1,413.48	4/10/2025	Total 40523
Zuri Alliance LLC	CC Pool Chemicals,Supplies & Material 3/25/25	1,575.46	4/10/2025	40521
		1,575.46	4/10/2025	Total 40521
Zuri Alliance LLC	CC Pool Service Call & Install Meter & Switch 3/28/25	815.00	4/10/2025	40524
		815.00	4/10/2025	Total 40524
Report Total		293,566.34		