DOUGLAS COUNTY, NEVADA
SOLID WASTE MANAGEMENT PLAN

Prepared by:

Douglas County Public Works
1120 Airport Road
P.O. Box 218
Minden, NV 98423

Adopted: March 6, 2014

Approved by NDEP April 9, 2014

Table of Contents

Section	Page
Chapter 1: Jurisdiction	
1.1 Introduction	1
1.2 Geographic Boundaries	1
1.3 Interlocal Agreements	1
Chapter 2: Solid Waste Collection and Transportation	
2.1 Carson Valley Area	4
2.2 Lake Tahoe Basin Area	5
2.3 Unincorporated Towns and General Improvement Districts	5
2.4 Self Haul	6
Chapter 3: Solid Waste Generation, Diversion, and Disposal	
3.1 Population Projections	7
3.2 Waste Generation Projections	7
3.3 Douglas County Transfer Station	8
3.4 STR Transfer Station and Material Recovery Facility	9
Chapter 4: Special Waste Management	
4.1 Household Hazardous Waste	11
4.2 Motor Oil	11
4.3 Automobile Batteries	11
4.4 Dead Animals	11
4.5 Large Appliances	11
4.6 Tires and Construction Debris	11
4.7 Pesticide/Herbicide Waste	12
4.8 Sewage Sludge and Septage	12
4.9 Grease Traps and Sand/Oil Separators	12
4.10 Medical Waste	12
4.11 Petroleum Contaminated Soils	12
4.12 Asbestos	12
4.13 Debris Management	12
Chapter 5: Litter and Illegal Dumping	
5.1 Existing Laws and Ordinances	13
5.2 Illegal Dumping	13
5.3 Litter	13
5.4 Enforcement of Illegal Dumping	13

Section **Page**

Chapter 6: Recycling and Waste Reduction
6.1 Existing Programs/Facilities 14
6.2 Proposed Programs/Facilities 14

APPENDICES

Appendix A: South Lake Tahoe Basin Waste Management Authority Interlocal Agreement

Appendix B: Agreements for Alpine County, California Waste

Appendix C: Douglas County Transfer Station 2012 Tonnage Summary

Appendix D: General Improvement District Solid Waste Ordinances

Appendix E: South Tahoe Refuse Transfer Station/MRF Solid Waste Permit

Appendix F: Douglas County Transfer Station Operation Plan

Appendix G: Douglas Disposal Recycling Plan, August 2013

Appendix H: Chapter 8.14 of the Douglas County Code- Unlawful Rubbish Disposal and Vehicle Work
Chapter 18.04 Minden
Chapter 18.06 Gardnerville

Appendix I: 2012 Recycle Report-South Tahoe Refuse
2012 Recycle Report Douglas County

Appendix J: 2007 Franchise Agreement South Tahoe Refuse and Douglas County

Appendix K: Amendment to the 2003 Franchise Agreement, DDI and Douglas County

CHAPTER 1 - JURISDICTION

1.1 Introduction. The Douglas County Solid Waste Management Plan was prepared pursuant to Nevada Administrative Code 444.658. This section of the Code requires that each municipality submit a plan for approval to the Nevada Division of Environmental Protection (NDEP). Every plan must be reviewed and updated as necessary but not less often than once every five years. This is the five-year update to the 2008 plan. The plan addresses the following items:

- Jurisdiction and Implementation
- Solid Waste Collection and Transportation
- Solid Waste Disposal
- Special Waste Management
- Litter and Illegal Dumping
- Recycling and Waste Reduction
- Emergency Debris Removal

1.2 Geographic Boundaries. The Douglas County Solid Waste Management Plan includes the area within the boundaries of Douglas County. A service area map is shown in Exhibit A. The service area includes the unincorporated towns of Minden, Gardnerville, and Genoa, and the General Improvement Districts (GID) shown in Table 1.

Table 1. General Improvement Districts in solid waste service area.

Carson Valley/Topaz Areas	Lake Tahoe Area
Alpine View Estates GID	Cave Rock Estates GID
Fish Springs Estates GID	Elk Point GID
Gardnerville Ranchos GID	Kingsbury GID
Indian Hills GID	Lakeridge GID
Sheridan Acres GID	Logan Creek Estates GID
Sierra Estates GID	Marla Bay GID
Topaz Ranch Estates GID	Oliver Park GID
	Round Hill GID
	Skyland GID
	Zephyr Cove GID
	Zephyr Heights GID
	Zephyr Knolls GID

1.3 Interlocal Agreements. While, Douglas County has granted Douglas Disposal, Inc. (DDI) and South Tahoe Refuse, Inc. (STR) franchises for collection and disposal of solid waste in the East Fork Township and Lake Tahoe Township respectively, the unincorporated towns and several general improvement districts can collect solid waste within their jurisdictions. These are discussed below. Currently, no interlocal agreements exist between the County and the local government agencies for solid waste collection and disposal.

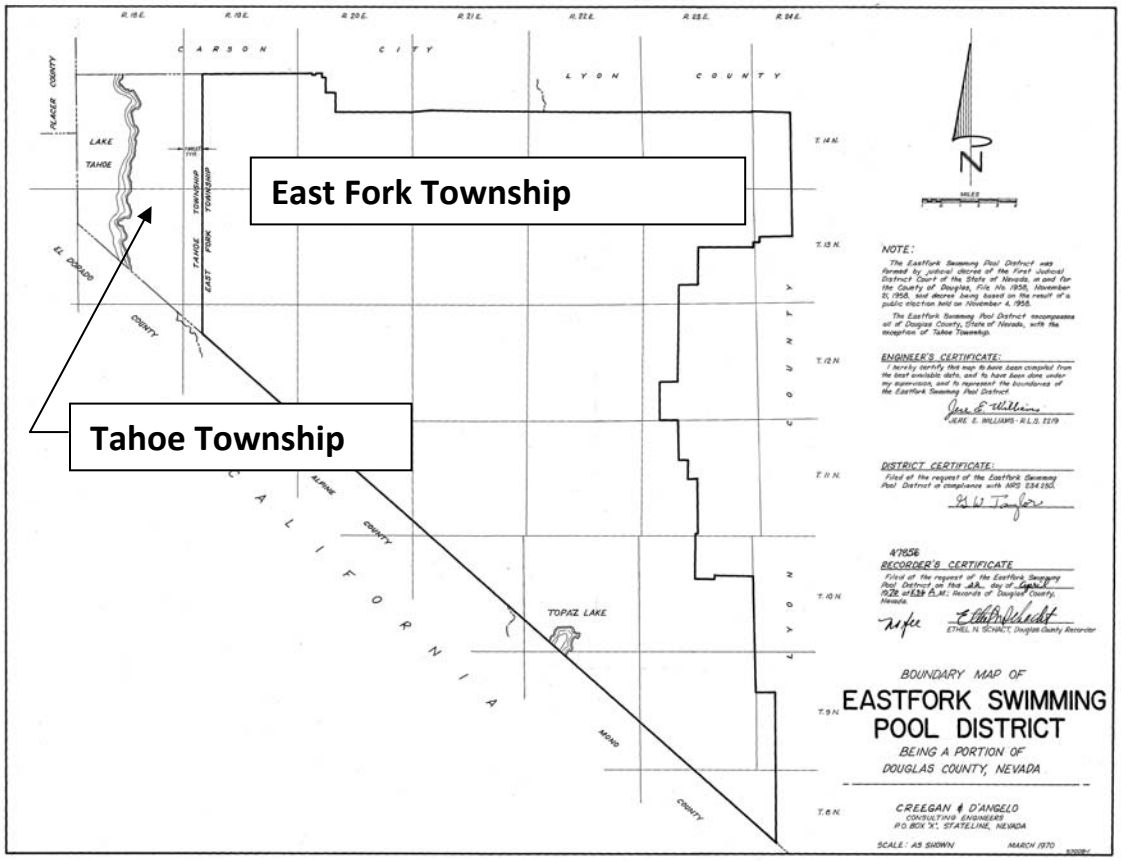


Exhibit A. Service Area Boundaries for East Fork Township and Tahoe Township.

<u>Unincorporated Towns and General Improvement Districts.</u> Within the Towns of Minden, Gardnerville, and Genoa, the Douglas County Code assigns responsibility to the local governments for the proper operation of their municipal solid waste management systems. Garbage pick-up is mandatory for residential and commercial areas in the Towns of Minden and Gardnerville. However, the Town of Genoa does not provide solid waste disposal for their residents at this time, but utilizes the contract between Douglas County and DDI.

<u>South Lake Tahoe Basin Waste Management Authority.</u> An interlocal agreement between Douglas County, the City of South Lake Tahoe, and El Dorado County exists for the handling and reduction of solid waste generated within their respective boundaries in the Tahoe Basin (Appendix A). This agreement created the South Lake Tahoe Basin Waste Management Authority. This Authority can provide funding to public or private entities for the construction of materials recovery facilities, transfer stations, and other solid waste handling facilities. The Authority was originally created to oversee the operations of the materials recovery facility that was constructed in South Lake Tahoe. Rates are set by each of the three jurisdictions. The Authority also currently oversees the ongoing monitoring of the Douglas County Landfill.

Alpine County. The franchise agreement between DDI and Douglas County allows DDI to transport waste from Alpine County, California to the Douglas County transfer station. DDI also holds a franchise agreement with Alpine County for collection and disposal of solid waste (Appendix B). Waste is consolidated at the transfer station and is transported to the Lockwood Sanitary Landfill in Storey County, Nevada along with the regular waste stream from Douglas County. Alpine County waste totaled 383.10 tons in 2012. Waste from Alpine County is tracked separately from Douglas County waste.

CHAPTER 2 - SOLID WASTE COLLECTION AND TRANSPORTATION

2.1 **Carson Valley Area.** DDI provides solid waste collection on a voluntary subscription basis to residential and commercial areas within the boundaries of the East Fork Township portion of Douglas County. DDI collects waste from subscribers and transports it to the Douglas County Transfer Station. The Douglas County Transfer Station is located at the east end of Pine Nut Road. Waste is consolidated at the Douglas County Transfer Station and then transported to the Lockwood Sanitary Landfill in Storey County, Nevada.

The Douglas County Landfill was closed in October, 1993, and a temporary outdoor transfer station was constructed to provide a location for consolidating waste to haul to the Lockwood Sanitary Landfill. A permanent transfer station began operation in July 2001. The transfer station is owned by Douglas County and operated by DDI who owns the transfer station property.

In 2012, DDI reported that 25,287 tons were processed through the Douglas County Transfer Station and disposed of at the Lockwood landfill. The Town of Minden and the Town of Gardnerville haul the majority of the solid waste collected in the towns directly to the Carson City Ormsby Landfill. Carson City also reported 6,631 tons of solid waste that originated in Douglas County. In 2012, a total of 31,534 tons of waste was generated in the East Fork Township, and 383 tons of waste was generated in Alpine County and processed through the Douglas County Transfer Station. Solid waste generation is summarized in Table 2 and Appendix C.

Table 2. Solid Waste Generation within East Fork Township area of Douglas County

Service Area	2012 Tonnage Reported	Tons/Day
East Fork Township		
Douglas County Transfer Station		
Collection	17,922.73	49.1
Self Haul	6,980.89	19.1
Alpine County	383.10	1.0
Total Tonnage	25,286.72	69.3
Direct Haul to Carson City Ormsby Landfill		
Residential Self Haul	587.70	1.6
Town of Minden	2,417.80	6.6
Town of Gardnerville	3,625.50	9.9
Total Tonnage	6,631.00	18.2
East Fork Township Total	**31,534.62**	**86.4**

2.2 Lake Tahoe Basin Areas. STR provides solid waste collection on a voluntary subscription basis to residential and commercial areas within the Lake Tahoe Basin Area. STR collects waste from its subscribers and transports it to the material recovery facility (MRF) at 2140 Ruth Avenue in South Lake Tahoe. Waste is sorted and recyclable materials are removed from the waste stream. The remaining materials are consolidated and then transported to the Lockwood Sanitary Landfill in Storey County, Nevada.

In 2012, STR processed a total of 63,526 tons through the MRF. STR collects waste from Douglas County, the City of South Lake Tahoe and El Dorado County within the Lake Tahoe Basin and processes it through the MRF. STR surveys daily truck loads and self-haul loads to allocate the total waste to the contributing jurisdictions. Typically 15-20 percent of the total tonnage is attributed to Douglas County customers at Lake Tahoe. In 2012, STR allocated 8,409 tons to Douglas County.

2.3 Unincorporated Towns and General Improvement Districts. Within the Towns of Minden, Gardnerville, and Genoa, the Douglas County Code assigns responsibility to the local governments for the proper operation of their municipal solid waste management systems. However, the Town of Genoa does not provide solid waste disposal for their residents at this time, but utilizes the contract between Douglas County and DDI.

Garbage pick-up is mandatory for residential and commercial areas in the Towns of Minden and Gardnerville. The Towns of Minden and Gardnerville collect residential and commercial waste within their respective boundaries and transport it either to the Douglas County Transfer Station where it is consolidated by DDI, and hauled to the Lockwood Sanitary Landfill in Storey County, Nevada, or haul it directly to the Ormsby Landfill in Carson City. The Towns of Minden and Gardnerville collect fees for collecting solid waste within their town boundaries. DDI services some of the larger commercial customers in the Towns of Minden and Gardnerville. Those weights are included in the DDI weights.

Table 2 summarizes the amount of waste that the Town of Minden and the Town of Gardnerville hauled directly to the Carson City Ormsby landfill. In 2012, the Town of Minden hauled 8.75 tons directly to the Douglas County transfer station and the Town of Gardnerville hauled 125.33 tons directly to the Douglas County transfer station.

Several of the General Improvement Districts have the right to negotiate their own solid waste collection and disposal services. The GID's listed in Table 3 have the right to provide collection and disposal services to residential and commercial areas within their respective boundaries.

However, at this time, all the GID's with this right utilize the existing contract between the County and DDI. Copies of the respective GID ordinances on solid waste collection and disposal are included in Appendix D. Currently, no interlocal agreements exist between the County and the local government agencies for solid waste collection and disposal.

Table 3. General Improvement Districts that can provide collection and disposal services by ordinance.

Cave Rock Estates GID	Oliver Park GID
Gardnerville Ranchos GID	Round Hill GID
Indian Hills GID	Sheridan Acres GIC
Kingsbury GID	Skyland GID
Lakeridge GID	Zephyr Cove GID
	Zephyr Knolls GID

2.4 Self-Haul. Tonnage reports for 2012 show that self-haul accounted for a total of 7,569 tons, 6,981 to the Douglas County Transfer Station and 588 to the Carson City Ormsby Landfill (Table 2). This represents approximately 19 percent of the waste generated in Douglas County (East Fork Township and Tahoe Township). Douglas County Code allows residents outside of the Town of Minden and the Town of Gardnerville to self-haul their household refuse to either the Douglas County Transfer Station or the Carson Ormsby Landfill.

The County Board of Commissioners adopted four initiatives into County Code in 1994, which are summarized below:

- A two-thirds majority of registered voters to approve any attempt to implement mandatory refuse collection.
- All solid waste transfer stations in Douglas County must be county-owned.
- All franchise fees collected by the County must be placed in a solid waste management enterprise fund.
- Whenever a fee/rate increase for solid waste management activity will increase by 10% or greater annually, increases must be approved by a vote of the people of Douglas County. When the increase has been approved, and it is for capital assets or purposes that create debt, said increase will expire when funding requirements are completed.

Franchise fees collected by the County are accounted for in a separate fund.

CHAPTER 3 - SOLID WASTE GENERATION, DIVERSION, AND DISPOSAL

3.1 <u>Population Projections.</u> The estimated population for Douglas County was derived from three main sources. The primary reference is the U.S. Census Bureau website for the 2010 census which provides estimates of the 2012 population and does provide some population numbers for areas at Lake Tahoe. The second reference is the State of Nevada Demographer, and the third reference is the Douglas County Master Plan.

The Lake Tahoe Basin and the East Fork Township were considered separately for population projections. These two areas of Douglas County have different growth rates and a different composition of commercial, industrial, and residential waste generators. The *2011 Master Plan Population and Housing Technical Report for Douglas County, March 2012*, by Research & Consulting Services, Inc., and the *Nevada County Population Projections 2013 to 2032 Based on The Last Estimate Year of 2012*, by the Nevada State Demographer's Office were used for population projections.

The *Population and Housing Technical Report* concluded that the State Demographer's forecasts represent a realistic scenario for Douglas County (Population Forecasts, page 9). The *Population and Housing Technical Report* also showed no population growth at Lake Tahoe (Figure 1.25). Population projections are summarized in Table 4. These were used to assess the Douglas County Transfer Station capacity.

Table 4. Population Projections.

	2012	2022
Total Population[1]	48,015	48,457
Lake Tahoe Population[2]	5,235	5,235
East Fork Township Population	42,780	43,222
Notes:		
1. *Nevada County Population Projections 2013 to 2032 Based on The Last Estimate Year of 2012*, by the Nevada State Demographer's Office		
2. Figure 1.25, *2011 Master Plan Population and Housing Technical Report for Douglas County, March 2012*, by Research & Consulting Services, Inc.		

3.2 <u>Waste Generation Projections.</u> The total tonnage processed through the Douglas County Transfer station and the East Fork Township population was used to estimate waste generation in tons/day and in lbs/person/day. The estimated population from the Towns of Minden and Gardnerville were subtracted from the population projections since the two towns haul almost all waste collected in the towns to the Carson City Ormsby landfill.

Table 5 summarizes the estimated population contributing waste to the Douglas County Transfer Station in 2012, and the 2022 population projection. Information on the number of self-haul

accounts was not available, so they are not broken out of the population estimates and the analysis assumes no change in the make-up or destination of self-haulers.

Table 5. Estimated Population Served by Douglas County Transfer Station (2012).

Population Served by Douglas County Transfer Station			
Area	**2012 Population**	**2022 Population**	**Source**
Douglas County	48,015	48,457	State Demographer Projection
Lake Tahoe	5,235	5,235	Population Housing Technical Report
Minden/Gardnerville	8,619	8,745	Population Housing Technical Report
Population Served by Douglas County Transfer Station	34,161	34,477	

3.3 <u>Douglas County Transfer Station.</u> The Douglas County Transfer Station serves the East Fork Township of Douglas County and is located at the closed Douglas County Landfill on Pinenut Road. The temporary outdoor transfer station that went into operation in November 1993 is now utilized as a green waste staging area. The new covered transfer station went into operation in July 2001. The stated design capacity with the current configuration is approximately 112.5 tons per day. The transfer station was designed to be expanded to handle 300 tons per day. A future expansion would remove recycling activities from inside the Transfer Station and utilize the entire floor area for waste processing. This would require a new facility to accommodate recycling activities.

Population projections for the East Fork Township in Table 5 were used to estimate waste generation quantities over the next ten years. Population projections for the next 10 years are essentially flat, so waste generation is not expected to change significantly. The transfer station capacity is summarized in Table 6. An estimated 70 tons/day is estimated to be processed through the Douglas County Transfer Station in 2022. This is below the 112.5 tons/day capacity.

Table 6. Estimated Douglas County Transfer Station Capacity.

Transfer Station Capacity			
	2012	**2022**	
Transfer Station Tonnage	25,287	25,521	2022 based on 4.1 lbs/person/day
Tons/Day	69	70	
lbs/Person/Day	4.1		

This estimate assumes the Town of Minden and The Town of Gardnerville continue to haul waste collected in their jurisdictions to the Carson City Ormsby Landfill. If the two towns and residents that self-haul to the Carson City Ormsby Landfill elected to haul all their waste to the Douglas County Transfer Station, there would be an estimated additional 6,728 tons/year or 18 tons/day in 2022. This would result in an estimated total of 88 tons/day processed through the Douglas County Transfer Station; this is within the existing capacity. Table 7 summarizes 2012 tonnages from the Carson City Ormsby landfill for the Town of Minden, Town of Gardnerville and self-haul customers.

Table 7. Solid Waste from Douglas County disposed of at Carson City Ormsby Landfill.

Douglas County Solid Waste Hauled to Carson City Ormsby Landfill			
	2012	**2022**	**Notes**
Residential Self Haul (tons)	588		
Town of Minden (tons)	2,418		
Town of Gardnerville (tons)	3,626		
Total Tonnage	6,631		
Minden/Gardnerville/Self-Haul Waste Generation	6,631	6,728	Based on 2022 population projection
Tons/Day	18	18	2022 Based on 4.2 lbs/person/day
lbs/Person/Day	4.2		

At this time, capacity of the Douglas County Transfer Station is adequate to handle the limited growth in solid waste generation through 2022. Douglas County and DDI will monitor solid waste generation moving forward.

3.4 **STR Transfer Station and Material Recovery Facility**. The South Lake Tahoe Transfer Station serves the Lake Tahoe area of Douglas County and is located at 2140 Ruth Avenue in South Lake Tahoe California. A MRF and a Resource Recovery Facility (RRF) are also located at the South Lake Tahoe Transfer Station. The MRF began operation in July 1994, and has a capacity of 370 tons per day. The RRF began operation in 2009 and handles wood, yard waste and other green waste. It has capacity to process 400 cubic yards per day. A copy of the Solid Waste Facility Permit is included in Appendix E. The transfer station and MRF are owned and operated by STR.

Table 8. Summary of 2012 STR Solid Waste Tonnage and Diversion.

South Lake Tahoe Diversion Summary 2012	
Component	**Tons**
MRF Floor Sort	983.3
MRF Line Sort	2,019.0
Resource Recovery Facility	4,672.4
ADC (Alternative Daily Cover)	4,927.3
Recycle Center	1,226.6
Direct Export	163,604.4
Diversion	177,433.0
Disposal	49,700.3
Total	227,133.3
Diversion %	78%
Average Daily Tonnage	144.5

In 2012, STR handled an average of 144 tons per day at the transfer station and MRF. Direct export for 2012 was unusually high due to multiple erosion control projects within the service area during the summer season. Based on this daily average, the transfer station and MRF have a remaining capacity of 226 tons per day. Waste from Douglas County accounts for approximately 20 percent of the waste at the South Lake Tahoe Transfer Station.

CHAPTER 4 - SPECIAL WASTE MANAGEMENT

4.1 Household Hazardous Waste. DDI and STR operate household hazardous waste (HHW) facilities at the Douglas County Transfer Station and the South Lake Tahoe Transfer Station. These facilities accept HHW from residential customers. Commercial facilities and waste generators cannot utilize the Douglas County Transfer Station HHW facility. Small quantity commercial generators can utilize the STR HHW facility. The transfer station operators inform transporters of the hazardous waste of the rules concerning what can and cannot be accepted at the facilities. Commercial generators and transporters are referred to the Solid Waste Management Branch of the Nevada Division of Environmental Protection to obtain further information on how and where to dispose of their hazardous waste.

DDI and STR accept HHW separately from the regular waste streams and contract with a hazardous waste company for pick up and disposal. The Tahoe Douglas Fire District at 193 Elks Point Rd., Zephyr Cove (588-3591 x 227) also conducts a household hazardous waste collection day once a year, usually in August, for Tahoe residents.

The Douglas County Transfer Station does not accept liquid waste, pesticide containers, petroleum contaminated soils, sewage sludge, medical waste, pyrophoric materials, explosives, chemical waste, asbestos, or any other hazardous waste. The DDI Operation Plan for the Douglas County Transfer Station is included in Appendix F. Procedures for handling hazardous and special waste are outlined in the plan and discussed briefly below.

4.2 Motor Oil. DDI accepts motor oil at the Douglas County Transfer Station and South Lake Tahoe Transfer Station HHW facilities.

4.3 Automobile Batteries. Automobile batteries are accepted and removed from the waste stream and recycled. DDI and STR accept automobile batteries from residents at the Douglas County Transfer Station and South Lake Tahoe Transfer Station HHW facilities. Automobile batteries are also accepted at some auto parts stores in Douglas County.

4.4 Dead Animals. DDI and STR accept dead animals at the Douglas County Transfer Station and South Lake Tahoe Transfer Station. The dead animals are stored in an onsite freezer, picked up by a rendering company, and recycled. Animals that are too big for storage on-site are picked up directly by the rendering company.

4.5 Large Appliances. DDI and STR accept large appliances at the Douglas County Transfer Station and South Lake Tahoe Transfer Station. The appliances are separated from the regular waste stream, the CFC's are evacuated, and then the appliances are baled for recycling.

4.6 Tires and Construction Debris. DDI and STR accept tires and construction debris at the Douglas County Transfer Station and South Lake Tahoe Transfer Station. These currently remain in the DDI regular waste stream and are separated for recycling at the STR MRF. At some point in the future DDI is planning to remove tires from the waste stream for recycling. Organic construction

debris is separated from the waste stream and sent for composting. Asphalt and concrete is also removed from the waste stream and recycled.

4.7 Pesticide/Herbicide Waste. The Nevada Department of Agriculture operates a disposal program free of charge for unused pesticide/herbicide products and empty containers. For more information residents can call the Department of Agriculture at 775-353-3715.

4.8 Sewage Sludge and Septage. Douglas County Sewer Improvement District No. 1 (DCSID No.1), the Minden-Gardnerville Sanitation District (MGSD), Indian Hills and the Douglas County North Valley Treatment Plant generate sewage sludge within Douglas County.

DCSID No.1 composts their sludge through Bently Ranch. Composted biosolids are then used for fertilizer on Bently agricultural operations. MGSD treats their sludge and then makes it available to local farmers who utilize it as fertilizer on agricultural land. The Douglas County North Valley Treatment Plant utilizes mixed liquor recycling treatment process and lagoons for sludge storage. The final disposition of the sludge depends upon cost considerations either for composting or disposal.

Septage generated in Douglas County is taken to Silver Springs WWTP and Truckee Meadows WWTP. The wastewater treatment plants within Douglas County do not accept septage.

4.9 Grease Traps and Sand/Oil Separators. Grease traps and sand oil interceptors are serviced by various independent haulers such as Waters, Roto-Rooter, Reno Drain Oil and Valley Septic Service. Grease trap waste is in a form that passes the paint filter test and so may be directly landfilled. Sand oil interceptor waste can be taken to Lockwood landfill, Americlean or Ormsby landfill.

4.10 Medical Waste. Medical waste is picked up by independent permitted medical waste haulers. Medical waste is disposed of at permitted facilities.

4.11 Petroleum Contaminated Soils. Petroleum contaminated soils can be taken directly to Lockwood landfill, Ormsby landfill or Nevada Hydrocarbon, Inc. under appropriate permit.

4.12 Asbestos. Asbestos can be taken directly to the Lockwood landfill under appropriate permit. Tahoe Basin Container can pick up asbestos waste and can facilitate the permit application process.

4.13 Debris Management. During catastrophic events such as the Angora /fire at Lake Tahoe an extremely large amount of debris was generated. For those types of events Douglas County would implement its Emergency Response Plan to put in place an effective interagency/departmental response to a major event that requires a comprehensive plan and cooperation. DDI and STR would be an integral part in response to events that generate large amounts of debris.

CHAPTER 5 - LITTER AND ILLEGAL DISPOSAL

5.1 Existing Laws and Ordinances. Nevada Revised Statutes 444.630 prohibits illegal dumping and littering. Chapter 8.14 Unlawful Rubbish Disposal and Vehicle Work of the Douglas County Code also prohibit illegal dumping and littering. A copy of Chapter 8.14 of the Douglas County Code is included in Appendix G.

5.2 Illegal Dumping. The Douglas County Code Enforcement Officer and the Douglas County Sheriff have identified the following locations as the most common illegal dumpsites in the County.

1. South end of Tillman Lane in the Gardnerville Ranchos.
2. The road between Dump Road and the Ruhenstroth Subdivision.
3. The area north of Jack's Valley Road and south of Best Buy.

These areas are federally owned lands, so the federal agencies are notified when complaints are received. Additionally, they are not established open dumps so enforcement action to close these areas cannot be taken. The areas are patrolled on a regular basis by the Douglas County Sheriff Department. There are no known open dumps in Douglas County.

5.3 Litter. Litter is not considered a major problem in Douglas County. However, there is wind-blown material in and around the old Douglas County Landfill and the Douglas County Transfer Station. The primary source of this material is the Douglas County Transfer Station and self-haul vehicles, which transport refuse to the transfer station for disposal.

DDI and STR employees provide routine litter collection in and around the Transfer Station facilities. DDI and Douglas County assist in providing litter control along Pine Nut Road and may contract for litter removal services, as needed.

There are a number of state maintained highways, which pass through Douglas County, including State Route 28, State Route 88, U.S. Highway 395 and U.S. Highway 50. The Nevada Department of Transportation provides an "Adopt of Highway" program. This program allows local businesses and civic groups to "adopt" a section of the state maintained highway. The groups voluntarily provide litter pick-up along their adopted section of road according to no set schedule, but generally on a quarterly basis.

5.4 Enforcement of Illegal Dumping. In Douglas County, the Douglas County Sheriff's Department and the County Code Enforcement Officer enforce Nevada Revised Statute 444.630 and the Douglas County Code. The enforcement policy of both the Sheriff's Department and the County Code Enforcement Officer is to attempt to identify the illegal dumper and then instruct the individual(s) to voluntarily clean the site. If the illegal dumper cannot be identified or refuses to clean up the site, the County works with the juvenile probation program and local volunteer groups to clean up the site as a public service.

CHAPTER 6 - RECYCLING AND WASTE REDUCTION

6.1 Existing Programs/Facilities. Douglas County maintains authority over recycling programs in the County based on the franchise agreements. Douglas County has worked with DDI and STR to implement recycling programs for County residents and businesses in conjunction with its operation of the Douglas County Transfer Station and the South Lake Tahoe Transfer Station. The DDI Douglas County Recycling Plan is attached as Appendix H.

STR operates the Recycling Program at Lake Tahoe to service the Tahoe Township portion of Douglas County under the Joint Powers Authority, which includes Douglas County, El Dorado County and the City of South Lake Tahoe. A copy of the Joint Powers Authority Agreement is included as Appendix J. The recycling program at the Lake is operated to meet both the California and Nevada recycling program requirements. Existing waste diversion programs in the Lake Tahoe region of Douglas County include drop-off and curbside collection. Recyclable material processing occurs at the South Tahoe MRF.

The existing recycling programs are effective for Douglas County and meet the legislative requirements. In 2012, the Douglas County recycling rate was 54.5% without construction debris, and 71.9% with construction debris. Douglas County's 2012 recycling report and STR's 2012 report for the Lake Tahoe MRF are included in Appendix I.

NRS 444.050 requires Douglas County to publicize the recycling program every 6 months. DDI distributes flyers publicizing recycling programs to new customers and at the counter of their main office and Transfer Station Scalehouse. DDI also conducts public outreach through school programs and community based programs, such as the Green Living Festival, as outlined in their recycling plan.

6.2 Proposed Programs/Facilities. The franchise agreements allow for changes to the recycling programs as agreed upon between the County and DDI/STR. While recycling should be easy, cheap and convenient, there are several realities that face a more progressive recycling program in Douglas County.

1. The scrap value of most of the materials does not cover the cost of the labor and transportation to deliver the materials to market. Only aluminum maintains a high scrap value, which is why most people either recycle it for cash or donate it to non-profit groups at existing drop-off locations in the Valley. All of the scrap value revenue that DDI and STR receive from recycled materials goes back into the program to help offset the program costs.
2. The current Douglas County Transfer Station facility has limited space for processing recyclables and no automation. Capital improvements and a funding mechanism are necessary to automate and process recyclables.
3. Several other states have "bottle bills", by which consumers pay a fee at the store when they buy beverage containers. That fee is then paid back to the consumer when they

recycle it at a buy-back center or to the curbside program when they collect it with the trash pickup, or with separate trucks. Nevada legislators declined to entertain any "bottle bill" legislation in the 2013 session so there is no state program to help subsidize recycling.

4. There was a voluntary curbside recycling subscription program in the Carson Valley for several years that was not sustainable due to the low scrap value of the materials and the lack of customers.

A comprehensive recycling program in the Carson Valley would most likely take the support and participation of the entire Carson Valley. If all residents, including the towns, contributed to the overall cost of recycling, a broader and more sustainable program might be viable.

Appendix A
South Lake Tahoe Basin Waste Management Authority Joint Powers Agreement

AMENDED
JOINT EXERCISE OF POWERS AGREEMENT FOR CREATION OF
SOUTH LAKE TAHOE BASIN WASTE MANAGEMENT AUTHORITY

WHEREAS, the City of South Lake Tahoe ("South Lake Tahoe"), a political subdivision of the State of California, the County of El Dorado ("El Dorado"), a political subdivision of the State of California, and the County of Douglas ("Douglas"), a political subdivision of the State of Nevada (individually "Agency" and collectively "Agencies"), are subject to various state and federal requirements and mandates regarding the handling and reduction of solid waste generated within their respective boundaries, and

WHEREAS, South Lake Tahoe, El Dorado and Douglas are physically adjacent and share a common interest in cost-effective management of solid waste generated in the southern Tahoe Basin, and

WHEREAS, South Lake Tahoe, El Dorado and Douglas wish to encourage the construction of a materials recovery facility and other solid waste handling facilities such as transfer stations in the Tahoe Basin, and wish to establish a fair and equitable arrangement to share in the costs of such facilities, and

WHEREAS, South Lake Tahoe, El Dorado and Douglas wish to jointly review and make appropriate arrangements for solid waste handling services, including the granting and modification of franchises therefor and the regulation of collection, recycling and disposal rates and charges; and

WHEREAS, South Lake Tahoe, El Dorado and Douglas wish to work cooperatively to provide financing, engineering and construction assistance to provide for the proper closure and postclosure of disposal sites previously used by all of the member agencies; and

Approved by the City Council on 7/1/97

CENTRAL RECORD
FILE No.: 1047
C-25-9

WHEREAS, South Lake Tahoe, El Dorado and Douglas have determined that the creation of a joint powers authority is the most appropriate manner in which to accomplish their goals while at the same time accommodating their individual interests, and

WHEREAS, California Government Code section 6500 et seq., and Nevada Revised Statutes 227.080 - 227.180 provides that South Lake Tahoe, El Dorado and Douglas may by agreement jointly exercise any power common to them, and it is the intent of the Agencies to utilize these statutory authorities to enter into this Agreement,

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Joint Powers Authority Created

There is hereby created the South Lake Tahoe Basin Waste Management Authority ("Authority") to exercise in the manner set forth in this Agreement the powers common to each of the Agencies. The members are: City of South Lake Tahoe, California, County of El Dorado, California, and County of Douglas, Nevada. The Authority shall be a public entity separate from the Agencies. No debt, liability or obligation of the Authority shall constitute a debt, liability or obligation of any Agency and each Agency's obligation hereunder is expressly limited only to the appropriation and contribution of such funds as may be levied pursuant to this Agreement or as the Agencies may otherwise agree. The exercise of any power or the carrying out of any act under this Agreement shall comply with the applicable laws of California and of Nevada. Unless the exercise of any power or the carrying out of any act is required by the laws of either state to be exercised or carried out in a certain manner, any conflict between such laws or the provisions of this Agreement must be resolved by application of the more stringent provision or requirement.

2. Boundary

The boundary of the Authority shall be the boundaries of South Lake Tahoe, El Dorado within the Tahoe Basin and Douglas within the Tahoe Basin.

3. Powers

The Authority shall have the following powers to be exercised in accordance with the provisions of the laws of Nevada and California:

a. to make and enter into contracts;

b. to apply for and accept grants, advances and contributions;

c. to provide funding to public or private entities for the construction of materials recovery facilities, transfer stations, or other solid waste handling facilities, and/or conduct of programs under the general purview of the Authority;

d. to jointly review and make, subject to the ratification of the Agencies, appropriate arrangements for solid waste handling services, including the granting of franchises therefor and the regulation of collection, recycling and disposal rates and charges;

e. to provide financing, engineering and construction assistance to provide for the proper closure, postclosure and remediation of disposal sites previously used by the Agencies;

f. to employ or contract for the services of agents, consultants and such other persons or firms as necessary;

g. to promulgate regulations governing the construction, management, maintenance, operation and control of any public or private materials recovery facilities, transfer facilities, or other buildings or improvements involved with solid waste processing;

h. to acquire, hold or dispose of property, including exercise of the power of eminent domain under the provisions of Code of Civil Procedure sections 1230.010 et seq. or under

Nevada law, as these sections exist and as they may be amended from time to time;

i. to sue and be sued in its own name;

j. to incur debts, liabilities or obligations, subject to limitations herein set forth;

k. to adopt, as authorized by law, ordinances or resolutions necessary to carry out the purposes of this Agreement;

l. to adopt annually a budget setting forth all administrative, operational and capital expenses for the Authority, together with the apportionment of such expenses by levy against each Agency to the extent as set forth herein.

4. Organization

a. Board

The authority shall be governed by the Board which shall exercise all powers and authority on behalf of the Authority.

The Board is empowered to establish its own procedures. The Board may do any and all things necessary to carry out the purposes of this Agreement.

b. Members

The Board shall consist of one member of the governing body of each of the Agencies. Upon execution of this Agreement, the governing body of each Agency shall by resolution or other appropriate action appoint its member(s) to serve on the Board and one of its members to serve as an alternate member of the Board after his or her appointment, until a successor is selected. Each member and alternate shall serve at the pleasure of the governing body of the appointing Agency. Any change in appointment of a member or alternate shall be by resolution of the governing body of the appointing Agency.

c. Vote

Each Agency shall have one vote.

d. Vote Required

A unanimous vote shall be required for the adoption of a resolution or ordinance or for any other action. Actions to approve Authority participation in or financing of solid waste facilities shall be by resolution, and shall require a unanimous vote of the Agencies.

e. Meetings of the Board

(1) Regular Meetings

The Board shall hold at least one regular meeting each year. The date, hour and place at which each such regular meeting shall be held shall be fixed by resolution of the Board.

(2) Special Meetings

Special meetings of the Board may be called in accordance with provisions of law.

(3) Notice of Meetings

All meetings of the Board shall be held subject to both the provisions of Ralph M. Brown Act, being sections 54960 et seq. of the California Government Code, and applicable laws of the State of Nevada requiring notice of meetings of public bodies to be given.

(4) Minutes

The Board shall cause minutes of all meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to each Agency.

f. Bylaws

The Board shall adopt by resolution from time to time such by-laws, rules or regulations

for the conduct of its affairs as may be required.

5. Budget and Dues of Members

The fiscal year of the Authority shall be the year beginning October 1 and ending September 30. For each fiscal year, the Authority shall adopt a budget in accordance with applicable laws. A unanimous vote of the Agencies shall be necessary for a budget to be adopted. At the same time as the budget is adopted, the Authority shall establish the dues of each Agency, if necessary.

Each Agency shall be responsible for the payment to the Authority of the dues which are set at the time of adoption of the budget. As long as the Agency is a member of the Authority, the Agency shall pay the dues by imposing, in accordance with applicable law, a surcharge on the solid waste disposal bill of each person owing, occupying or in possession or control of a parcel of property serviced by a solid waste collection franchisee within the boundary of each Agency of the Authority in an amount sufficient to pay that Agency's dues. Alternatively, the governing board of any Agency may pay its dues from other funding sources.

Surplus funds generated by the Authority shall be credited against future dues of the Agencies, or may be returned to the Agencies in proportion to the contribution of each Agency during the term of this Agreement.

6. Funds, Audit and Accounting Services

The Authority shall appoint a Finance Officer to serve the combined functions of the treasurer and auditor pursuant to California Government Code section 6506.6 or applicable Nevada law, as it now exists or as it may be amended from time to time. The Finance Officer shall serve as the depositary and have custody of all Authority funds from whatever source, and shall perform the following functions in accordance with applicable law:

a. Receive and receipt for funds for the Authority and place them in appropriate accounts of a financial institution, checking accounts or interest bearing government accounts to the credit of the Authority, and invest any surplus funds in accordance with Government Code section 53601 or applicable Nevada law, as that section exists or as it may be amended from time to time;

b. Draw warrants or otherwise be responsible to certify the payment of demands against the Authority when approved by the Authority or by a person authorized by the Authority to so approve;

c. Pay any sums due from Authority money, or any portion thereof, only upon warrants or other equivalent certification pursuant to procedures established by the Authority;

d. Verify and report in writing on the first day of October, January, April and July of each year to the Authority, as well as the amount of receipts and the amount paid out since the last report to the Authority; and

e. Pursuant to Government Code section 6506.6 or applicable Nevada law, as it may be amended from time to time, the Finance Officer shall cause an independent audit of the accounts and records to be conducted by a certified public accountant or public accountant. This independent audit shall comply with the requirements of section 6505 of the Government Code or applicable Nevada law, as it now exists or as it may be amended from time to time. In each case, the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under section 26909 of the Government Code or applicable Nevada law, as it now exists or as it may be amended from time to time. The audit shall conform to generally accepted auditing standards.

7. Disposition of Authority Funds Upon Termination

a. In the event of termination of the Authority where there is a successor public entity which will carry on the activities of the Authority and assume its obligations, Authority funds, including any interest earned on deposits, and property remaining upon termination of the Authority and after payment of all obligations, shall be transferred to the successor public entity.

b. If there is no successor public entity which would carry on any of the activities of the Authority or assume any of its obligations, Authority funds, including any interest earned on deposits, and property remaining upon termination of the Authority and after payment of all obligations, shall be returned in proportion to the contribution of each Agency during the term of this Agreement.

c. If there is a successor public agency which would undertake some of the functions of the Authority and assume some of its obligations, Authority funds, including any interest earned on deposits, and property remaining upon termination of the Authority and after payment of all obligations, shall be allocated by the Board between the successor public entity and member agencies.

In the event the Authority is terminated under circumstances falling within (b) or (c) above, all decisions of the Board with regard to determination of amounts to be transferred to member agencies or any successor shall be final.

8. Withdrawal and Termination of Membership

This Agreement is in effect until one of the following events occurs. Any Agency may withdraw from this Agreement, subject to written notice submitted to the Authority at least one full fiscal year in advance of the effective date of withdrawal. The membership of any Agency which ceases to have powers in common with the parties to this Agreement shall terminate thirty

(30) days after the occurrence of the requisite events as specified in this section.

9. This Agreement may be amended only by the unanimous vote of the governing boards of all Agencies.

10. This Agreement supersedes any prior agreement for the creation of the South Lake Tahoe Basin Waste Management Authority and shall be effective once it is fully executed by all parties.

DATED: July 22, 1997

COUNTY OF EL DORADO
State of California

By _____
Chairman, Board of Supervisors
WALTER L. SHULTZ 7/22/97

ATTEST:

DIXIE L. FOOTE
Clerk of the Board of Supervisors

By Margaret E. Moody
Deputy Clerk 7/22/97

* * *

DATED: 8-7-97

CITY OF SOUTH LAKE TAHOE
State of California

By _____
Its Mayor, Tom Davis

ATTEST:

By _____
City Clerk

CITY OF SOUTH LAKE TAHOE 19 65 CALIFORNIA

* * *

DATED: 9-29-97

COUNTY OF DOUGLAS
State of Nevada

By Jacques Etchegoyhen
Chairman, Board of Commissioners

ATTEST:

BARBARA REED
Clerk

By Barbara G. Reed
County Clerk
By: Dorothy Young. Deputy

FILED
NO. 94-041
'94 JUN -6 A9:13
BARBARA REED
CLERK
BY DEPUTY

JOINT EXERCISE OF POWERS AGREEMENT FOR CREATION OF SOUTH LAKE TAHOE BASIN WASTE MANAGEMENT AUTHORITY

WHEREAS, the City of South Lake Tahoe ("South Lake Tahoe"), a politica subdivision of the State of California, the County of El Dorado ("El Dorado") a political subdivision of the State of California, and the County of Douglas ("Douglas"), a political subdivision of the State of Nevada (individually "Agency" and collectively "Agencies"), are subject to various state and federal requiremen and mandates regarding the handling and reduction of solid waste generated within their respective boundaries, and

WHEREAS, South Lake Tahoe, El Dorado and Douglas are physically adjacent and share a common interest in cost-effective management of solid waste generated in the southern Tahoe Basin, and

WHEREAS, South Lake Tahoe, El Dorado and Douglas wish to encourage the construction of a materials recovery facility and other solid waste handling facilities such as transfer stations in the Tahoe Basin, and wish to establish a fai and equitable arrangement to share in the costs of such a facility, and

WHEREAS, South Lake Tahoe, El Dorado and Douglas have determined that the creation of a joint powers authority is the most appropriate manner in which to accomplish their goals while at the same time accommodating their individual interests, and

WHEREAS, California Government Code section 6500 et seq., and Nevad

Revised Statutes 227.080 - 227.180 provides that South Lake Tahoe, El Dorado and Douglas may by agreement jointly exercise any power common to them, and it is the intent of the Agencies to utilize these statutory authorities to enter into this Agreement,

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Joint Powers Authority Created

There is hereby created the South Lake Tahoe Basin Waste Management Authority ("Authority") to exercise in the manner set forth in this Agreement the powers common to each of the Agencies. The members are: City of South Lake Tahoe, California, County of El Dorado, California, and County of Douglas, Nevada. The Authority shall be a public entity separate from the Agencies. No debt, liability or obligation of the Authority shall constitute a debt, liability or obligation of any Agency and each Agency's obligation hereunder is expressly limited only to the appropriation and contribution of such funds as may be levied pursuant to this Agreement or as the Agencies may otherwise agree. The exercise of any power or the carrying out of any act under this Agreement shall comply with the applicable laws of California and of Nevada. Unless the exercise of any power or the carrying out of any act is required by the laws of either state to be exercised or carried out in a certain manner, any conflict between such law or the provisions of this Agreement must be resolved by application of the more stringent provision or requirement.

2. Boundary

The boundary of the Authority shall be the boundaries of South Lake Tahoe, El Dorado within the Tahoe Basin and Douglas within the Tahoe Basin.

3. Powers

The Authority shall have the following powers to be exercised in accordance with the provisions of the laws of Nevada and California:

a. to make and enter into contracts;

b. to apply for and accept grants, advances and contributions;

c. to provide funding to public or private entities for the construction of materials recovery facilities, transfer stations, or other solid waste handling facilities, and/or conduct of programs under the general purview of the Authority.

d. To employ or contract for the services of agents, consultants and such other persons or firms as necessary;

e. to promulgate regulations governing the construction, management, maintenance, operation and control of any public or private materials recovery facilities, transfer facilities, or other buildings or improvements involved with solid waste processing;

f. to acquire, hold or dispose of property, including exercise of the power of eminent domain under the provisions of Code of Civil Procedure sections 1230.010 et seq. or under Nevada law, as these sections exist and as they may be amended from time to time;

g. to sue and be sued in its own name;

h. to incur debts, liabilities or obligations, subject to limitations herein set forth;

i. to adopt, as authorized by law, ordinances or resolutions necessary to carry out the purposes of this agreement;

j. to adopt annually a budget setting forth all administrative, operational and capital expenses for the Authority, together with the apportionment of such expenses by levy against each Agency to the extent as set forth herein.

4. Organization

a. Board

The Authority shall be governed by the Board which shall exercise all powers and authority on behalf of the Authority.

The Board is empowered to establish its own procedures. The Board may do and all things necessary to carry out the purposes of this Agreement.

b. Members

The Board shall consist of one member of the governing body of each of the Agencies. Upon execution of this Agreement, the governing body of each Agency shall by resolution or other appropriate action appoint its member(s) to serve on the Board and one of its members to serve as an alternate member of the Board after his or her appointment, until a successor is selected. Each member and alternate shall serve at the pleasure of the governing body of the appointing Agency. Any change in appointment of a member or alternate shall be by resolution of the governing body of the appointing Agency.

c. Vote

Each Agency shall have one vote.

d. Vote Required

A unanimous vote shall be required for the adoption of a resolution or ordinance or for any other action. Actions to approve Authority participation in or financing of materials recovery facilities shall be by resolution, and shall require a unanimous vote of the Agencies.

e. Meetings of the Board

(1) Regular Meetings

The Board shall hold at least one regular meeting each year. The date, hour and place at which each such regular meeting shall be held shall be fixed by resolution of the Board.

(2) Special Meetings

Special meetings of the Board may be called in accordance with provisions of law.

(3) Notice of Meetings

All meetings of the Board shall be held subject to both the provisions of Ralph M. Brown Act, being sections 54960 et seq. of the California Government Code, and applicable laws of the State of Nevada requiring notice of meetings of public bodies to be given.

(4) Minutes

The Board shall cause minutes of all meetings to be kept and shall, as

soon as possible after each meeting, cause a copy of the minutes to be forwardec to each member of the Board and to each Agency.

f. Bylaws

The Board shall adopt by resolution from time to time such by-laws, rules or regulations for the conduct of its affairs as may be required.

5. Budget and Dues of Members

The fiscal year of the Authority shall be the year beginning July 1 and ending June 30. For each fiscal year, the Authority shall adopt a budget in accordance with applicable laws. A unanimous vote of the Agencies shall be necessary for a budget to be adopted. At the same time as the budget is adopted, the Authority shall establish the dues of each Agency, if necessary.

Each Agency shall be responsible for the payment to the Authority, of the dues which are set at the time of adoption of the budget. As long as the Agency is a member of the Authority, the Agency shall pay the dues by imposing, in accordance with applicable law, a surcharge on the solid waste disposal bill of each person owning, occupying or in possession or control of a parcel of property serviced by a solid waste collection franchisee within the boundary of each Agency of the Authority in an amount sufficient to pay that Agency's dues. Alternatively, the governing board of any Agency may pay its dues from other funding sources.

Surplus funds generated by the Authority shall be credited against future dues of the Agencies, or may be returned to the Agencies in proportion to the

contribution of each Agency during the term of this Agreement.

6. Funds, Audit and Accounting Services

The Authority shall appoint a Finance Officer to serve the combined functions of treasurer and auditor pursuant to Government Code section 6506.6 or applicable Nevada law, as it now exists or as it may be amended from time to time. The Finance Officer shall serve as the depositary and have custody of all Authority funds from whatever source, and shall perform the following functions in accordance with applicable law:

a. Receive and receipt for funds for the Authority and place them in appropriate accounts of a financial institution, checking accounts or interest bearing government accounts to the credit of the Authority, and invest any surplus funds in accordance with Government Code section 53601 or applicable Nevada law, as that section exists or as it may be amended from time to time;

b. Draw warrants or otherwise be responsible to certify the payment of demands against the Authority when approved by the Authority or by a person authorized by the Authority to so approve;

c. Pay any sums due from Authority money, or any portion thereof, only upon warrants or other equivalent certification pursuant to procedures established by the Authority.

d. Verify and report in writing on the first day of July, October, January and April of each year to the Authority, as well as the amount of receipts and the amount paid out since the last report to the Authority; and

e. Pursuant to Government Code section 6506.6 or applicable Nevada law, as it may be amended from time to time, the Finance Officer shall cause an independent audit of the accounts and records to be conducted by a certified public accountant or public accountant. This independent audit shall comply with the requirements of section 6505 of the Government code or applicable Nevada law, as it now exists or as it may be amended from time to time. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under section 26909 of the Government Code or applicable Nevada law, as it now exists or as it may be amended from time to time. The audit shall conform to generally accepted auditing standards.

7. Disposition of Authority Funds Upon Termination

a. In the event of termination of the Authority where there is a successor public entity which will carry on the activities of the Authority and assume its obligations, Authority funds, including any interest earned on deposits, and property remaining upon termination of the Authority and after payment of all obligations shall be transferred to the successor public entity.

b. If there is no successor public entity which would carry on any of the activities of the Authority or assume any of its obligations, Authority funds, including any interest earned on deposits, and property remaining upon termination of the Authority and after payment of all obligations, shall be returned in proportion to the contribution of each Agency during the term of this Agreement.

c. If there is a successor public agency which would undertake some of the functions of the Authority and assume some of its obligations, Authority funds, including any interest earned on deposits, and property remaining upon termination of the Authority and after payment of all obligations, shall be allocated by the Board between the successor public entity and member agencies.

In the event the Authority is terminated under circumstances falling within (b) or (c) above, all decisions of the Board with regard to determination of amounts to be transferred to member agencies or any successor shall be final.

8. Withdrawal and Termination of Membership

This Agreement is in effect until one of the following events occurs. Any Agency may withdraw from this Agreement, subject to written notice submitted to the Authority at least one full fiscal year in advance of the effective date of withdrawal. The membership of any Agency which ceases to have powers in common with the parties to this Agreement shall terminate thirty (30) days after the occurrence of the requisite events as specified in this section.

9. Amendment

This Agreement may be amended only by the unanimous vote of the governing boards of all Agencies.

DATED: April 5, 1994

COUNTY OF EL DORADO
State of California

By: William S. Bradley
Chairman, Board of Supervisors
WILLIAM S. BRADLEY, 1st Vice-Chairman

ATTEST:

DIXIE L. FOOTE
Clerk of the Board of Supervisors

By: Margaret E. Moody
Deputy Clerk

DATED: _____

CITY OF SOUTH LAKE TAHOE
State of California

By: Kerry Cole
Its Mayor

ATTEST:

By: Angela Peterson
Angela Peterson - City Clerk

DATED: _____

COUNTY OF DOUGLAS
State of Nevada

By: _____
Chairman, Board of Commissioners

ATTEST:

BARBARA REED
Clerk

By: Barbara Reed
~~Deputy~~ Clerk
County

ATTORNEY GENERAL
State of Nevada

By: _____
Deputy Attorney General

RECEIVED
MAR 16 1994
DOUGLAS COUNTY
DIST. ATTY.

STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL
Capitol Complex
Carson City, Nevada 89710
Telephone (702) 687-4170
Fax (702) 687-5798

FRANKIE SUE DEL PAPA
Attorney General

BROOKE A. NIELSEN
Assistant Attorney General

March 14, 1994

Brian Chally, Esq.
Office of the District Attorney
P.O. Box 218
Minden, NV 89423

Re: Agreement

Dear Brian:

I have reviewed your JOINT EXERCISE OF POWERS AGREEMENT FOR CREATION OF SOUTH LAKE TAHOE BASIN WASTE MANAGEMENT AUTHORITY between the city of South Lake Tahoe, El Dorado County and Douglas County. This agreement meets all requirements of NRS 277.140

Sincerely,

FRANKIE SUE DEL PAPA
Attorney General

By: Brooke A. Nielsen
BROOKE A. NIELSEN
Assistant Attorney General

BAN:sl

EXHIBIT A

SOUTH TAHOE REFUSE CO., INC.

RATE ANALYSIS - EL DORADO COUNTY/CITY OF SOUTH LAKE TAHOE

May 1985 to November 1993

	Description	El Dorado Co			City of SLT		
		Res	Comm		Res	Comm	
		unl.	Per Yd	Per Can	unl.	Per Yd	Per Can
A	Base Rate 5/85-1/86	8.55	10.25	1.79	7.75	8.58	1.20
B	Douglas Co. Landfill Closure @ 12.37% 11/88	1.06 9.61	1.27 11.52	.22 2.01	.96 8.71	1.06 9.64	.15 1.35
C	Tahoe Clean Community 11/88	...	...	...	.25 8.96	.10 9.74	...
D	Transfer Station Compactor @ 5.2-6% 1/90	.58 10.19	.69 12.21	.12 2.13	.47 9.43	.52 10.26	.07 1.42
E	Douglas Co. Landfill Closure @ 11.2% 10/90	1.14 11.33	1.37 13.58	.24 2.37	1.05 10.48	1.15 11.41	.16 1.58
F	Nevada State Surcharge @ 4% 10/90	.41 11.74	.49 14.07	.09 2.46	.38 10.86	.44 11.85	.06 1.64
G	Retro Nevada State Surcharge @ 1% 10/90	.10 11.84	.14 14.21	.02 2.48	.09 10.95	.12 11.97	.02 1.66
H	Delete Retro Nevada State Surcharge @ 1% 10/91	-.10 11.74	-.14 14.07	-.02 2.46	-.09 10.86	-.12 11.85	-.02 1.64
I	General Rate Increase @ 9.67% 10/91	1.14 12.88	1.37 15.44	.24 2.70	1.06 11.92	1.14 12.99	.16 1.80
J	Transfer Station Enclosure/MRF 2.85% 4/92	.34 13.22	.41 15.85	.07 2.77	.31 12.23	.34 13.33	.05 1.85
K	Storey County Trans. Cost @ 6.41% 7/92	.76 13.98	.91 16.76	.16 2.93	.70 12.93	.77 14.10	.10 1.95
L	Delete Douglas Co. Surcharges (B & E) Increase Franchise Fee 1% to 5% Establish MRF Trust 10/92	-2.20 .57 1.63	-2.64 .70 1.94	-.46 .12 .34	-2.01 ... 2.01	-2.21 ... 2.21	-.31 ... .31
M	Delete Enclosure Add to MRF Trust MRF Trust Balance 10/92	-.34 .34 1.97	-.41 .41 2.35	-.07 .07 .41	-.31 .31 2.32	-.34 .34 2.55	-.05 .05 .36
N	Delete Nevada State Surcharge Add Storey County Surcharge Add Balance to MRF Trust MRF Trust Balance 11/92	-.41 .21 .20 2.17	-.49 .25 .24 2.59	-.09 .05 .04 .45	-.38 .19 .19 2.51	-.44 .22 .22 2.77	-.06 .03 .03 .39
O	Add Nuisance Abatement Surcharge Add Street Sweeping Surcharge Extend 2% Franchise Fee to Resid. 10/93	...	...	...	.25 .25 .19 1.82	.10 .10 .17 2.40	.01 .01 .01 .36

EXHIBIT B
SURCHARGE REVENUES

	1992	1993	1994
Landfill closure surcharge Dated 11/88 and 9/90	$257,150	$1,028,600	$1,028,600
Nevada Importation Surcharge Dated 9/90 70,000 tons @ $1.50/ton	$26,250	$105,000	$105,000
Transfer Station Enclosure Dated 4/92	$35,250	$141,000	$141,000
Total Revenue from Surcharges to be applied to MRF project	**$318,650**	**$1,274,600**	**$1,274,600**

Entity	Total	%	MRF	Less Allocations	12 Months	9 Months
City Res	$1,954,635					
City Com	$1,708,205					
SubT	$3,662,840	61.13%	$779,163	$137,200*	$779,163	$444,794
EDC Res	$829,916					
EDC Com	$154,785					
SubT	$984,701	16.44%	$209,544	$42,000	$167,544	$125,658
Nev Res	$271,828					
Nev Com	$1,072,330					
SubT	$1,344,158	22.43%	$285,893	$17,944*	$267,949	$200,962
Total	$5,991,699	100%	$1,274,600		$1,214,656	$771,414
Total available for construction						**$1,986,070**
Available for ongoing operations:						**$1,152,600*** **

*allocation begins 10/93 for FY 93/94
**allocation for Douglas Landfill monitoring
***Assumes $62,056 in total Douglas Landfill monitoring

330760

BK0294PG4070

EXHIBIT C

ASSUMPTIONS	26-Oct-93	10:08:48 AM
Tonnages received at MRF		
150 tons/day Dec. Jan. Feb. @7 days/wk	13650	
200 tons/day Mar. Apr. Sept. Oct. Nov. @6 days/wk	25200	
230 tons/day May through Aug. @7 days/wk	27370	
Total	66220	
Tipping fee at landfill	$5.00	
Percent recycled	25.00%	
Weighted average sales price of recycled materials per ton (net)	$19.1619	
Allocation Percentages		
Tonnage	Tons	Percent
City	29791.05	44.9880%
El Dorado County	7447.76	11.2470%
Douglas County	16730.48	25.2650%
Self Haul	12250.70	18.5000%
Total	66220.00	100.0000%
Revenue Surcharge	Revenue	Percent
City	$704,584.38	61.1300%
El Dorado County	$189,487.44	16.4400%
Douglas County	$258,528.18	22.4300%
Total	$1,152,600.00	
Construction Costs		
	Cost	Asset Life
Building	$1,465,000	30
Equipment	$723,350	7
Total	$2,188,350.00	
Loan Amount	$1,465,000	
Annual Loan Payment @6% Interest (Includes P&I)	$106,431	for 30 years
Equipment Lease	$140,000	for 7 years

Prepared by Resource Management International, Inc. from data supplied by City of South Lake Tahoe

330760

BK0294PG4071

REVENUE REQUIREMENTS AND COST ALLOCATION
SOUTH LAKE TAHOE AREA MRF

26-Oct-93
10:08:48 AM

Operating costs:

Labor and labor overhead	565,032
Operations officer	95,000
Liability insurance	3,000
Equipment repairs and replacements	40,000
Utilities	30,550
Fuel	3,720
Professional fees	12,000
Operating supplies	8,100
Depreciation on building	48,833
Interest expense	57,597
Lease payment on equipment	140,000
Licenses and permits	5,000
Other operating expenses	15,000
Subtotal	$1,023,833

Operating margin:

Operating Margin or profit @ 10% of operating cost	102,383
Gross operating expenses to be paid STR	$1,126,216

Income from recycled materials (net of sales expenses):

Sales from recycled material	(317,225)
Savings in tipping fees @ 25% of gross tonnage	(82,775)
Subtotal	(400,000)

Allocation of monies to be paid to STR:

Gross operating expenses to be allocated –	
Including sales from recycled material	$726,216
Without sales from recycled material	$1,043,441

Allocation including sales from recycled material –

	Tonnage Fee	Less Loan Payment	Net Paid to STR	Surplus Surcharge Revenue
City	$326,710	($65,061)	$261,648.84	$442,935.54
El Dorado County	$81,677	($17,497)	$64,180.28	$125,307.16
Douglas County	$183,478	($23,872)	$159,605.99	$98,922.19
Self Haul	$134,350	$0	$134,349.90	$0.00
Totals	$726,216	($106,431)	$619,785	$667,165

Allocation without sales from recycled material –

	Tonnage Fee	Less Loan Payment	Net Paid to STR	Surplus Surcharge Revenue
City	$469,423	($65,061)	$404,362.14	$300,222.24
El Dorado County	$117,356	($17,497)	$99,858.60	$89,628.84
Douglas County	$263,625	($23,872)	$239,752.95	$18,775.23
Self Haul	$193,037	$0	$193,036.57	$0.00
Totals	$1,043,441	($106,431)	$937,010	$408,626

Prepared by Resource Management International, Inc. from data supplied by City of South Lake Tahoe

330760

BK0294PG4072

10/26/93 10:34 FAX 916 652 1013

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'94 FEB 23 A11 :16

SUZANNE BEAUDREAU
RECORDER

$ 0 PAID KV DEPUTY

330760

BK0294PG4073

SEAL

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office.

DATE: February 23, 1994

B. Deputy Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas

By Carolyn Mullock Deputy

County of El Dorado

BOARD OF SUPERVISORS

WILLIAM S. BRADLEY.....DISTRICT I
RAYMOND J. NUTTING.....DISTRICT II
J. MARK NIELSEN.....DISTRICT III
WILLIAM N. CENTER.....DISTRICT IV
JOHN E. UPTON.....DISTRICT V

DIXIE L. FOOTE.....CLERK OF THE BOARD

330 Fair Lane • Placerville, CA 95667
Telephone (916) 621-5390

RECEIVED
FEB - 1 1994
Douglas Co. Commissioners

BOARD OF SUPERVISORS EL DORADO COUNTY CALIF.

January 28, 1994

Barbara Reed, Clerk of the Board
DOUGLAS COUNTY
Post Office Box 218
Minden, NV 89423

Re: Joint Exercise of Powers Agreement for Creation of South Lake Tahoe Basin Waste Management Authority

Dear Ms. Reed:

At a regular meeting of the El Dorado County Board of Supervisors meeting held Tuesday, January 25, 1994, the Board approved and authorized the Chairman to sign the above-referenced agreement.

We have enclosed the original agreement which has been executed by both the City of South Lake Tahoe and El Dorado County. Upon approval by your Board please forward fully-executed agreements to the City of South Lake Tahoe and El Dorado County.

In a separate motion, RESOLUTION NO. 24-94, was adopted appointing Supervisor John E. Upton as member; and Raymond J. Nutting as alternate member, to serve on the South Lake Tahoe Basin Waste Management Authority Board of Directors.

We have enclosed a certified copy of said Resolution for your information and files.

Very truly yours,

JOHN E. UPTON, Chairman
Board of Supervisors

DIXIE L. FOOTE, Clerk of the
Board of Supervisors

By Maureen E. Moody
Deputy Clerk

/mem
cc: Susan Alessi, Assistant City Clerk
City of South Lake Tahoe, w/att.

RESOLUTION NO. 24-94

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

RESOLUTION APPOINTING MEMBER AND ALTERNATE TO SO. LAKE TAHOE BASIN WASTE MANAGEMENT AUTHORITY

WHEREAS, El Dorado County has entered into a Joint Powers Authority (JPA) titled the So. Lake Tahoe Basin Waste Management Authority with the City of So. Lake Tahoe and Douglas County, Nevada; and

WHEREAS, the JPA requires each governing body to appoint one (1) member and one (1) alternate to serve on the Board of the JPA,

NOW, THEREFORE, be it resolved that the El Dorado County Board of Supervisors hereby appoints Supervisor John E. Upton as a member and Supervisor Raymond J. Nutting as an alternate to serve on the Board of the JPA.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held on the 25th day of January, 1994, by the following vote of said Board:

Ayes: Supervisors William S. Bradley, Raymond J. Nutting, J. Mark Nielsen, William N. Center, John E. Upton

Noes: None

Absent: None

ATTEST
DIXIE L. FOOTE
Clerk of the Board of Supervisors
By Marguerite E. Moody
Deputy Clerk

John E. Upton
Chairman, Board of Supervisors

I CERTIFY THAT:
THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DATE January 25, 1994

ATTEST: DIXIE L. FOOTE, Clerk of the Board of Supervisors of the County of El Dorado, State of California.

By Marguerite E. Moody
Deputy Clerk

Appendix B
Agreements for Alpine County, California Waste

Exhibit A

AMENDMENT TO

FRANCHISE AGREEMENT BETWEEN ALPINE COUNTY

AND

DOUGLAS DISPOSAL, INC.

This Amendment to the Franchise Agreement ("Franchise Agreement" or "Agreement") is entered into this 15 day of November, 2011, between Alpine County ("Grantor") and Douglas Disposal, Inc., a Nevada corporation qualified to do business in California ("Grantee"), for the collection, transportation, processing and disposal of solid waste.

The purpose of this amendment is to modify only those specific provisions of the Franchise Agreement deemed appropriate between the parties without substantially modifying the basic terms of the Agreement.

Now, therefore, the following provisions of the Agreement are modified as follows:

SECTION 6 – SERVICES PROVIDED BY GRANTEE
Delete: **Subsection H.** in its entirety.

Add:
H. Each year Grantee shall provide a spring and a fall community cleanup event for residents of the franchise area only at the Alpine County Public Works yard. Services from Grantee for this event include delivery, pickup and disposal of six (6) 33-yard drop boxes per event, plus one (1) 20-yard drop box for appliances. Grantor will staff and operate the events and will off-set the cost of the events through waiver of the franchise and tonnage fees to which it is entitled under this agreement."

SECTION 15 – RECORDS AND ACCOUNTING
Delete: **Subsection A. Financial Reporting** in its entirety.

Add:
A. Financial Reporting. Grantee shall maintain a proper set of books and records on an accrual basis, in accordance with generally accepted accounting principles, accurately reflecting the business done by Grantee under this Agreement. Grantee shall submit to the Grantor each year a verified financial statement which is used for the calculation of the Refuse Rate Index referred to in Section 19 – Compensation of the Agreement.

SECTION 17 – REVIEW OF PERFORMANCE AND QUALITY OF SERVICE
Delete: **Subsection D Customer Surveys: Billing Information** in its entirety

Add:

D. Customer Surveys: Billing Information.

(1) Grantee shall provide prompt, efficient, continuous and professional service to its customers.

(2) Upon initiation of service, and upon customer's request, Grantee shall send or deliver to its customers, information concerning the conditions of service, including, but not limited to, rates, fees, charges, service options, payment options, discounts (if any), days of collections, the amount and manner of refuse to be collected, service level and inquiry/complaint procedures, including the name, address and local telephone number of Grantee. The form and content shall be subject content shall be subject to the review and approval of the Grantor.

SECTION 19 – COMPENSATION
Delete: **SECTION 19 – COMPENSATION** in its entirety.

Add:

SECTION 19 - COMPENSATION

A. Grantee Rates. Grantee shall provide the services described in this Franchise Agreement for the rates specified in Exhibit "C." Said rates shall be subject to the following conditions.

(1) Effective Date. The rates specified in Exhibit "C" shall be effective as of the date of execution of this Agreement.

(2) Grantor's Powers. The Board of Supervisors shall set and regulate all rates and charges assessed by Grantee for any and all services and activities it performs or engages in the franchise area pursuant to this Franchise Agreement. If the Board of Supervisors determines to regulate the rates of only some of Grantee's services and activities, that shall not be construed as a waiver of the Grantor's rights to regulate the rates or charges assessed by Grantee for services not so regulated.

B. Time for Rate Settings and Rate Settings Procedures. The Board of Supervisors shall set the rates to be charged by Grantee for normal increases in the costs of providing services at such times as the Board deems appropriate, but no less often than annually, unless a longer period is agreed on by the Grantor and Grantee.

Grantee shall also be entitled to a rate increase whenever Grantee's landfill disposal costs or costs to deliver solid waste to a Transfer Station increase due to a rate increase at the landfill or Transfer Station used by Grantee, but only for the purpose of passing through said disposal cost increase in Grantee's collection rates. Grantee shall provide the Board of Supervisors with a minimum of thirty (30) days' advance written notice of said proposed increase, including satisfactory evidence of the landfill or Transfer Station tipping fee increase and a calculation showing the amount of the

increase in Grantee's collection rates needed to recoup the disposal cost increase. The Board of Supervisors may reasonably request further information from Grantee justifying the proposed rate adjustment, and shall consider the request for an increase within said thirty (30) day period.

In addition, the Board of Supervisors shall consider revising Grantee's rates whenever Grantee establishes to the satisfaction of the Board that unforeseen circumstances have arisen which have materially affected the Grantee's costs or revenues under this Franchise Agreement.

The Grantee shall publish a public notice of the time, date and place of each hearing set by the Board of Supervisors to set rates in a paper of general circulation for the area and at least ten (10) but no more than sixty (60) days prior to such date, and the expense therefore shall be included in the rate base. The Grantor may set rates by Resolution.

At least one (1) month before the effective date of any rate increase, other than one based solely on a landfill disposal or Transfer Station cost increase, proposed by Grantee, Grantee shall submit to the Board of Supervisors a rate application which shall include proposed collection rates. The rate application will conform with the rate setting methodology utilized for Douglas Disposal, Inc., for the Carson Valley solid waste franchise area of Douglas County, Nevada. Alpine County will receive notice of the initiation of the Douglas County rate setting process and all information pertinent thereto.

The rate methodology utilized by Douglas County for Carson Valley solid waste rate setting is referred to as the Refuse Rate Indices (RRI), utilizing a series of industry related indexes to determine a RRI rate increase. The rate methodology will be as set forth in Douglas County's 2003 Solid Waste Franchise Agreement between Douglas Disposal, Inc., and Douglas County, as amended. Grantee expressly assumes the risk that its costs may be higher than in the rate setting process and that its revenues may be lower than in the rate setting process.

C. Resolution of Issues Regarding the Rate Adjustments. Any issue regarding rates, or the computation thereof, or any other question regarding Grantee's reimbursement for fees, special services or extraordinary costs shall be decided by the Board of Supervisors. The rates in effect at the time any issue or dispute is submitted to the Board of Supervisors 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 of Supervisors.

D. Billing and Payment. Grantee shall bill all customers for all services, whether regular or special. Grantee shall provide itemized bills, distinctly showing charges for all classifications of services, including the charges for late payment The Grantee shall collect Grantor's AB 939 fees. 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.

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

Except as expressly provided herein, all other provisions of the Franchise Agreement between Alpine County and Douglas Disposal, Inc., dated February 2003, shall remain in full force and effect.

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

DOUGLAS DISPOSAL, INC.

Date: 11-22-2011

By: Jeffery R. Tillman, President

ALPINE COUNTY

Date: 11-15-2011

By: Tom Sweeney, Chair, Board of Supervisors, County of Alpine, State of California

ATTEST:

Barbara Howard, County Clerk and ex official Clerk of the Board of Supervisors, County of Alpine, State of California
By: Teola Brady, Assistant County Clerk

APPROVED AS TO FORM:

Martin Fine, County Counsel

DOUGLAS DISPOSAL, INC.

2140 Ruth Ave. • South Lake Tahoe, California 96150-4357

March 6, 2012

Brian Peters, Director
Alpine County Community Development
50 Diamond Valley Road
Markleeville, CA 96120

Re: Option to Extend Franchise Agreement

Dear Mr. Peters,

As provided in the Franchise Agreement between Alpine County and Douglas Disposal, Inc., Resolution No. R2003-09, at Section 9, Douglas Disposal submits this letter as written notice of our intention to exercise Grantee's option to extend the term of the Franchise Agreement for an additional 10 years, effective February 2013.

Please let us know if there is anything further you need from us or if you would prefer we send a letter of intention directly to the Chairman of the Board of Supervisors

We will calendar this for later in the year. The County might want to consider an extension that matches the Douglas County franchise term to 2026, rather than the 2023 extension provide in our current Agreement.

We are dedicated to serving the residents and businesses of Alpine County with the high level of excellence our customers deserve. Thank you for your assistance with this matter.

Truly yours,

Jeff Tillman
President

COUNTY OF ALPINE
Office of the County Clerk

Barbara Howard, County Clerk
Ex Officio Clerk to the Board of Supervisors
Ex Officio Registrar of Voters

May 17, 2013

South Tahoe Refuse
Attn: Jeanne Lear
2140 Ruth Avenue
S. Lake Tahoe, CA 96150

Re: Resolution No. R2013-17 Setting Rates for the Collection of Solid Waste in the Markleeville and Woodfords Areas by Douglas Disposal, Inc.

Dear ~~Ms. Lear~~ Jeanne,

Enclosed please find a copy of Resolution No. R2013-17 setting rates for the collection of solid waste in the Markleeville and Woodfords areas by Douglas Disposal, Inc. approved by the Board of Supervisors at their May 7, 2013 meeting.

Should you have additional questions, please do not hesitate to contact me at the number below.

Sincerely,

Tremayne

Teola Tremayne, Assistant County Clerk
Alpine County

o:\assistant county clerk\letters\20130517southtahoerefuse.doc

P.O. Box 158-99 Water Street, Markleeville, CA 96120 (530) 694-2281 / Fax (530) 694-2491
Internet Address: http://www.alpinecountyca.gov / email: bhoward@alpinecountyca.gov

AGENDA TRANSMITTAL

7.1

TO: Board of Supervisors

FROM: Brian Peters

DATE: May 7, 2013

PREPARED BY: bp

TITLE: 10:00 a.m. *Public Hearing and possible approval of a resolution for a rate increase to be effective on June 1, 2013 for solid waste (trash) collection services in Alpine County provided by Douglas Disposal, Incorporated.*

SUMMARY: *Douglas Disposal Inc. provided commercial and residential trash collection services in eastern Alpine County. These services are governed by a Franchise Agreement previously approved by Alpine County. The Franchise Agreement allows for periodic rate increases pursuant to a methodology that is described in the Franchise Agreement and documented in the materials attached to this transmittal that were submitted by Douglas Disposal.*

RECOMMENDED ACTION: *Approve a resolution for a rate increase for service in Alpine County to be effective June 1, 2013.*

ISSUE STATEMENT AND DISCUSSION: *The proposed rate increase for the Alpine County service area is shown on the last page of Attachment 2. The increase varies from 0.72% to 1.07% depending upon the type of service provided. For typical residential service of two 32-gallon cans per week, the quarterly rate will increase from $67.05 to $67.62, a 0.85% increase.*

Staff has reviewed the documentation provided by Douglas Disposal Inc., and finds that the rate increase calculation is consistent with the Franchise Agreement.

FISCAL IMPACT:	☐ *(Not Applicable)*	**SOURCE**	
1) Budgeted Current Fiscal Year	$0.00	☐ Unanticipated	$0.00
2) Total Anticipated Cost Current Year	$0.00	☐ Revenue From Contingency	$0.00
3) Total Anticipated Cost Annual Year	$0.00	Other:	$0.00

NOTATIONS / INSTRUCTIONS:

PERSONNEL IMPACT:

INSTRUCTIONS TO CLERK:

COMM DEV
DOUGLAS DISPOSAL

5/7/2013
R2013-17

APPROVED

RESOLUTION NO. R2013-17

**RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF ALPINE, STATE OF CALIFORNIA**

SETTING RATES FOR THE COLLECTION OF SOLID WASTE IN THE MARKLEEVILLE AND WOODFORDS AREAS BY DOUGLAS DISPOSAL INCORPORATED

WHEREAS, pursuant to Public Resources Code Sections 40002, 40057 and 40059, local governments are expressly authorized to provide for solid waste collection and disposal within their jurisdictions to protect public safety; and

WHEREAS, on February 13, 2003, the Alpine County Board of Supervisors adopted Resolution No. 2003-09 granting an exclusive solid waste franchise within the Markleeville and Woodfords areas to Douglas Disposal Incorporated, a Nevada corporation, for the collection of solid waste ("franchise agreement"); and, on November 15, 2011 the Alpine County Board of Supervisors adopted Resolution No. 2011-42 approving amendments to said franchise agreement; and

WHEREAS, in accordance with the requirements of the franchise agreement, Douglas Disposal Incorporated has submitted a request and supporting documentation for a rate increase to be effective June 1, 2013; and

WHEREAS, on May 7, 2013, the Alpine County Board of Supervisors held a public hearing to consider the proposed rate increase, with public notice provided as required by the franchise agreement and applicable law.

NOW THEREFORE, BE IT BE RESOLVED that the Alpine County Board of Supervisors do hereby approve a rate increase as requested by Douglas Disposal Incorporated, attached hereto as Exhibit A, to take effect on June 1, 2013.

PASSED AND ADOPTED by the Alpine County Board of Supervisors at a regular meeting of held on the 7th of May, 2013 by the following vote:

AYES: Supervisors Jardine, Hames, Rakow, Woodrow, Rawson
NOES: None.
ABSENT: None

Terry Woodrow, Chair
Alpine County Board of Supervisors

ATTEST:

Barbara Howard, County Clerk
& Ex Officio Clerk to the
Board of Supervisors,
By: Teola Tremayne, Assistant County Clerk

APPROVED AS TO FORM:

County Counsel

RESOLUTION NO. 2013-17

EXHIBIT A

Alpine County
Effective [redacted], 2013
June 1,

Douglas Disposal Inc.	Old Monthly Rate	$ Increase	New Monthly Rate	% Increase	Old Quarterly Rate	$ Increase	New Quarterly Rate	% Increase
Residential Collection Service Rates								
1 (32-gallon)	$ 15.84	$ 0.14	$ 15.98	0.88%	$ 47.52	$ 0.42	$ 47.94	0.88%
2 (32-gallon)	$ 22.35	$ 0.19	$ 22.54	0.85%	$ 67.05	$ 0.57	$ 67.62	0.85%
3 (32-gallon)	$ 32.27	$ 0.28	$ 32.55	0.87%	$ 96.81	$ 0.84	$ 97.65	0.87%
4 (32-gallon)	$ 44.89	$ 0.39	$ 45.28	0.87%	$ 134.67	$ 1.17	$ 135.84	0.87%
voucher (32-48 gallon)	$ 5.27	$ 0.05	$ 5.32	0.95%				
1 (45-gallon)	$ 19.09	$ 0.16	$ 19.25	0.84%	$ 57.27	$ 0.48	$ 57.75	0.84%
2 (45-gallon)	$ 26.81	$ 0.24	$ 27.05	0.90%	$ 80.43	$ 0.72	$ 81.15	0.90%
3 (45-gallon)	$ 37.53	$ 0.33	$ 37.86	0.88%	$ 112.59	$ 0.99	$ 113.58	0.88%
4 (45-gallon)	$ 52.53	$ 0.46	$ 52.99	0.88%	$ 157.59	$ 1.38	$ 158.97	0.88%
mini (18-29 gallon)	$ 12.62	$ 0.11	$ 12.73	0.87%	$ 37.86	$ 0.33	$ 38.19	0.87%

COMMERCIAL

Cans				
32-gal can/bag	$ 4.66	$ 0.05	$ 4.71	1.07%
45-gal can	$ 5.53	$ 0.04	$ 5.57	0.73%
Per Cubic Yd				
1-yd	$ 13.37	$ 0.11	$ 13.48	0.82%
compacted rate per cubic yard	$ 29.41	$ 0.26	$ 29.67	0.88%
Permanent Drop Boxes				
5-yd	$ 221.38	$ 1.86	$ 223.22	0.84%
10-yd special	$ 577.35	$ 5.23	$ 582.58	0.91%
14-yd	$ 435.53	$ 3.69	$ 439.22	0.85%
20-yd	$ 568.54	$ 4.80	$ 573.34	0.84%
25-yd	$ 637.15	$ 5.42	$ 642.57	0.85%
30-yd	$ 688.73	$ 6.09	$ 695.82	0.88%
33-yd	$ 758.03	$ 6.48	$ 765.51	0.85%

Appendix C
Douglas County Transfer Station
2012 Tonnage Summaries

DOUGLAS DISPOSAL, INC.
TONNAGE RECAP
2012

MONTH	DDI TRUCKS ZONE 2*	MINDEN TRUCKS ZONE 3	G/V TRUCKS ZONE 4	Total * Compacted	NV GENERAL ZONE 7	CA GENERAL ZONE 9	DOUGLAS CO. FREE ZONE 21	Total Uncompacted	TOTAL *	NO. OF CUSTOMERS
Jan-12	1,369.38	-	12.67	1,382.05	450.43	2.23	3.45	456.11	1,838.16	4,707
Feb-12	1,204.46	-	-	1,204.46	419.22	-	2.19	421.41	1,625.87	4,200
Mar-12	1,279.49	0.07	0.05	1,279.61	492.81	0.21	8.34	501.36	1,780.97	4,433
	3,853.33	0.07	12.72	3,866.12	1,362.46	2.44	13.98	1,378.88	5,245.00	13,340
Apr-12	1,363.19	-	-	1,363.19	569.74	5.49	9.30	584.53	1,947.72	5,430
May-12	1,717.86	1.99	7.11	1,726.96	707.54	6.39	4.25	718.18	2,445.14	6,245
Jun-12	1,628.94	-	16.38	1,645.32	723.13	1.31	5.21	729.65	2,374.97	6,251
	4,709.99	1.99	23.49	4,735.47	2,000.41	13.19	18.76	2,032.36	6,767.83	17,926
Jul-12	1,590.85	6.29	-	1,597.14	692.85	-	5.93	698.78	2,295.92	6,154
Aug-12	1,671.47	-	1.00	1,672.47	636.04	-	4.11	640.15	2,312.62	6,165
Sep-12	1,384.32	-	10.25	1,394.57	667.97	-	2.30	670.27	2,064.84	6,118
	4,646.64	6.29	11.25	4,664.18	1,996.86	-	12.34	2,009.20	6,673.38	18,437
Oct-12	1,676.49	-	17.92	1,694.41	590.73	5.81	15.79	612.33	2,306.74	5,539
Nov-12	1,528.13	0.40	27.29	1,555.82	493.74	9.79	5.09	508.62	2,064.44	4,975
Dec-12	1,374.07	-	32.66	1,406.73	430.77	6.42	2.31	439.50	1,846.23	4,222
	4,578.69	0.40	77.87	4,656.96	1,515.24	22.02	23.19	1,560.45	6,217.41	14,736
TOTAL	17,788.65	8.75	125.33	17,922.73	6,874.97	37.65	68.27	6,980.89	24,903.62	64,439
				72%				28%		
2011 Total	*17,640.42*	*20.72*	*225.76*	*17,886.90*	*7,087.00*	*58.57*	*84.55*	*7,230.12*	*25,117.02*	*66,177*
Increase (decrease)	148.23	(11.97)	(100.43)	35.83	(212.03)	(20.92)	(16.28)	(249.23)	(213.40)	(1,738)
	0.8%	-57.8%	-44.5%	0.2%	-3.0%	-35.7%	-19.3%	-3.4%	-0.8%	-2.6%

* Includes Alpine County tonnage

2012	Total zones 3,4,7,9,24	7,046.70
2011	Total zones 3,4,7,9,24	7,392.05
		(345.35)
		-4.7%

1/14/2013

Q:\Terry\Tonnage\2012\DDI Tonnage 2012

Douglas County Waste Management Plan 2012 (Revised 12-16-13)

2012 Transfer Stations	Tons	
DDI	17,788.65	
Minden	8.75	
Gardnerville	125.33	
Subtotal Compacted	17,922.73	
STR MRF (Tahoe-Douglas Only)	8,409.40	(see below)
Total Compacted	**26,332.13**	

2012 Self-Haul Tonnage at Douglas County Transfer Station	
NV General	6,874.97
CA General	37.65
Douglas Co.	68.27
Total Self-Haul	**6,980.89**

Total Douglas County Generation	

2012 Recycling *	
Douglas Recycle	3,166.70
STR MRF Recycle	2,568.10
Total Transfer Station Recycle	**5,734.80**

* Recycling data does not include bio-solids or asphalt and concrete

2012 Carson City Landfill		
Douglas County Self Haul	587.70	Remainder
Town of Minden	2,417.80	Provided by Town of Minden
Town of Gardnerville	3,625.50	Provide by Town of Gardnerville
Total Tonnage to Carson City	**6,631.00**	Provided by Carson City

Estimated solid waste generation in Douglas County for 2012		
Total Generation	**39,944.02**	
Minus Alpine County	(383.10)	
Total Generation	**39,560.92**	**36,623 State of Nevada Report**

2012 Lake Tahoe Waste Generation	
Tahoe-Douglas Disposal from STR	**Tons**
Jan-12	635.20
Feb-12	535.60
Mar-12	660.50
Apr-12	595.10
May-12	648.00
Jun-12	776.50
Jul-12	1,073.50
Aug-12	905.80
Sep-12	732.20
Oct-12	614.60
Nov-12	614.10
Dec-12	618.30
Total Tahoe-Douglas Disposal from STR	**8,409.40**

Appendix D
General Improvement District
Waste Ordinances

Summary - An Ordinance creating the Oliver Park General Improvement District.

BILL NO. OP-2

ORDINANCE NO. OP-2

(of Douglas County, Nevada)

AN ORDINANCE CREATING THE OLIVER PARK GENERAL IMPROVEMENT DISTRICT PURSUANT TO N.R.S. 318.010, ET SEQ., PROPOSED FOR PAVING, CURBS, GUTTERS, SIDEWALKS, WATER IMPROVEMENTS, STREET LIGHTING AND OTHER BASIC POWERS FOR WHICH THE DISTRICT WAS PROPOSED, BUT NOT LIMITED THERETO; INCLUDING A GENERAL DESCRIPTION OF THE BOUNDARIES OF SAID DISTRICT; AND DECLARING AN EMERGENCY

WHEREAS, on the 25th day of September, 1969, this Board adopted an Ordinance numbered OP-1, entitled "An Ordinance initiating proceedings for the organization of the Oliver Park General Improvement District pursuant to N.R.S. 318.010, et seq., proposed for paving, curbs, gutters, sidewalks, water improvements, street lighting and other basic powers for which the District is proposed, but not limited thereto; including a general description of the boundaries of the proposed District; and providing for publication and notice of hearing, and hearing on the creation of the District and declaring an emergency", wherein it did provide for the publication of notice of hearing on the creation of the District and declaring an emergency; and

WHEREAS, as appears from the affidavit of publication on file in the office of the County Clerk, a copy of said Ordinance was published by title, together with a separate statement to the effect that type-written copies of the Ordinance were available for inspection at the office of the County Clerk by all interested persons, together with the names of the County Commissioners voting for or against its passage, in the Record-Courier, a newspaper of general circulation printed and published in the County of Douglas, and being the newspaper which was most likely to give notice to interested persons therein, at least once a week for a period of two weeks before said Ordinance became effective; and

MANOUKIAN & MANOUKIAN
ATTORNEYS AT LAW
303 E. PROCTOR STREET
CARSON CITY,
NEVADA 89701

WHEREAS, as appears from the affidavit of publication on file in the offiee of the County Clerk, said Clerk gave notice by publication of the intention of this Board to establish such District, which notice set forth the name, statement of purposes, general description of its boundaries, and the time and place of hearing, in the Record-Courier, a newspaper of general circulation in the District, and being the newspaper most likely to give notice to interested persons in said matter, once a week for three consecutive weeks, the first of which was at least fifteen days prior to the day of hearing;

WHEREAS, as appears from the Affidavit of Mailing on file in the office of the County Clerk, full, true and correct copies of the Notice of Intention to Establish said District were mailed by first class mail in sealed envelopes, postage prepaid, by depositing them in the United States Post Office to each of the taxpaying electors within said proposed district as their names and addresses appear on the last equalized tax roll for the County of Douglas, and to all persons interested in any property within the district, and to all other persons interested therein as known to said Affiant;

WHEREAS, at or before the time fixed in the initiating ordinance and notice, written protests were not filed with the County Clerk, signed by fifty-one (51%) percent or more of the tax-paying electors within said proposed district, and the percentage of said taxpaying electors who so filed written protests against the formation of the district was 0% percent;

WHEREAS, said matter came on regularly for hearing before this Board at the hour of 3:00 o'clock P. M. on the 5th day of November, 1969, in the Chambers of this Board in the County Court House, Minden, Douglas County, Nevada, being the time and place fixed for hearing;

MANOUKIAN & MANOUKIAN
ATTORNEYS AT LAW
303 E. PROCTOR STREET
CARSON CITY,
NEVADA 89701

WHEREAS, all persons interested who appeared at the November 5, 1969 hearing were given an opportunity to speak and were fully heard, and all written communications and protests were fully considered, and a critical and significant matter with respect to an easement within the proposed boundaries was brought to the attention of the DOUGLAS BOARD OF COUNTY COMMISSIONERS for the first time and good cause appearing for a continuance of said public hearing; and there being no objection to such a continuance, the continuance being openly and publicly announced by the BOARD OF COUNTY COMMISSIONERS; the public hearing was therefore continued to the hour of 3:00 o'clock P.M. on the 20th day of November, 1969 to be held in the Chambers of this Board in the County Court House, Minden, Douglas County, Nevada, being the time and place fixed for such hearing;

WHEREAS, all persons interested who appeared were given an opportunity to speak and were fully heard, and all written communications and protests were fully considered, and competent proof was presented that the boundaries of said proposed district are correct and close, as demonstrated by the modified and amended general description of the boundaries of this district, as described in Exhibit "A" hereto attached and by reference made a part hereof; and it being shown that all of the lands within the district will be benefited by being formed into said district and that said proposed boundaries contain all of the land that at this time will be benefited by being formed into said district;

WHEREAS, due to the necessity of immediately providing for the exercise of the powers of the general improvement district, the Board has determined, and does hereby declare, that an emergency exists requiring this ordinance to take effect from and after its passage and publication by title in accordance with law; and

ANOUKIAN & MANOUKIAN
ATTORNEYS AT LAW
P. O. BOX 55
LAKE TAHOE
ZEPHYR COVE, NEVADA

WHEREAS, it will only be necessary to exclude two parcels of land to make said proceedings equitable in nature, such exclusions being demonstrated by a comparison of Exhibit "A" attached to the initiating ordinance in this matter and Exhibit "A" attached hereto;

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, IN THE STATE OF NEVADA, DOES ORDAIN:

1. The Oliver Park General Improvement District is hereby created and established.

2. The general description of the boundaries of this district are described in Exhibit "A" hereto attached and by reference made a part hereof.

3. The general purposes for which the district is formed are the acquisition, construction, re-construction, improvement, extension, betterment, operation, maintenance and repair of the following improvements:

(a) Grading, pavement, curbs, gutters and sidewalks in streets and alleys within the district, including, without limiting the generality thereof, drains, catch basins, valley gutters, driveway inlets, street and alley improvements necessary and incidental thereto, and removal of existing improvements.

(b) A works system or facilities for the supply, storage and distribution of water for private and public purposes.

(c) A works system or facilities for lighting public streets, ways and places, or contract for providing such facilities and the electrical current necessary therefor, or such current, with any public utility serving the district, at uniform rates and charges established for the utility operator.

(d) Sites for the disposal of garbage and refuse, and equipment for the collection and disposal of, and the collection and disposal of, garbage and refuse, or contract for the collection and disposal of garbage and refuse from within the district, if applicable.

(e) Said district shall further have the basic powers authorized in NRS 318.116 to 318.144 including but not limited to, the foregoing, and all other powers granted by Chapter 318, Title 25 of the Nevada Revised Statutes; provided, however, that the proposed district shall not exercise powers inconsistent with powers heretofore vested in the Douglas County Sewer Improvement

NOUKIAN & MANOUKIAN
ATTORNEYS AT LAW
P. O. BOX 55
LAKE TAHOE
PHYR COVE, NEVADA

District No. 1, existing within the proposed boundaries of the Oliver Park General Improvement District, unless otherwise authorized by appropriate authorities or agencies.

4. The following five (5) taxpaying electors of the district are appointed to serve as the first Board of Trustees of said District, for the following terms, to-wit: C. J. BLEDSOE and OLIVER M. KAHLE, who shall serve until, at the first biennial election following the formation of the district, there shall have been elected by the taxpaying electors of the district two members of the Board; and

RONALD CORDA, CHARLES W. ORR and FLOYD EDGEMON, who shall serve until, at the second biennial election after the formation of the district, there shall have been elected by said taxpaying electors three members of the Board.

5. The members of the Board of Trustees shall qualify by filing with the County Clerk oaths of office and corporate surety bonds, at the expense of the district, the bonds to be in the amount of ONE THOUSAND DOLLARS ($1,000.00) each, in standard corporate official bond form, which is hereby approved, conditioned for the faithful performance of their duties as Trustees.

6. The Board of County Commissioners has expressed in the preamble to this ordinance the existence of an emergency, and does hereby find and declare that an emergency does exist and consequently, final action shall be taken immediately and this ordinance shall be in effect from and after its publication as hereinafter provided.

The facts constituting such urgency are as follows:

There is a substantial demand for necessary road repairs, curbs and gutters and storm drainage improvements in the proposed territory and district, and that the public convenience and necessity require that immediate improvements and repairs be made to meet the demands of vehicular traffic and the growing influx of people therein and about said area. In the improvement of the lands and territories of this proposed district it is necessary that the improvements herein proposed be provided for the protection of public health, safety and general welfare.

MANOUKIAN & MANOUKIAN
ATTORNEYS AT LAW
P. O. BOX 55
LAKE TAHOE
ZEPHYR COVE, NEVADA

7. The County Clerk shall cause this ordinance to be published by title, together with a separate statement to the effect that type-written copies of the ordinance are available for inspection at the office of the County Clerk by all interested persons, together with the names of the County Commissioners voting for or against its passage, in the Record-Courier, a newspaper of general circulation printed and published in the County of Douglas, and being the newspaper which is most likely to give notice to persons interested herein, at least once a week for a period of two weeks before this ordinance shall become effective.

8. Forthwith upon the effective date of this ordinance and within thirty (30) days thereafter, the County Clerk shall file a copy of this ordinance in his office and shall cause to be filed an additional copy of it in the office of the Secretary of State.

Proposed initially on the 5th day of November, 1969 by Commissioner DAYTON, with a continued proposal thereof on the 20th day of November, 1969 by Commissioner DAYTON, and passed on the 20th day of November, 1969.

Those voting Aye: Commissioners:

Meneley

Settelmeyer

Dayton

Those voting Nay: Commissioners:

None.

Those absent and not voting: Commissioners:

None.

Charles Meneley

Chairman, (Charles Meneley)
Board of County Commissioners,
Douglas County, Nevada

NOUKIAN & MANOUKIAN
ATTORNEYS AT LAW
P. O. BOX 55
LAKE TAHOE
PHYR COVE, NEVADA

Attested:

Earnhart W. Thran

Earnhart W. Thran, Clerk

This ordinance shall be in full force and effect from and after the 4th day of December, 1969.

ANOUKIAN & MANOUKIAN
ATTORNEYS AT LAW
P. O. BOX 55
LAKE TAHOE
EPHYR COVE, NEVADA

North 0° 02' 00" East, 277.05 feet to the Northwest corner of Lot 16 of said Block 3, thence along the Northeasterly boundary of the property conveyed to the Nevada State Farm Bureau by the deed recorded in Book B-1 of Deeds, page 14, Douglas County records, North 32° 20' 40" West, 362.80 feet and North 60° 40' 41" West, 648.68 feet; thence leaving said Northeasterly boundary of Nevada State Farm Bureau property, North 28° 48' 49" East, 265.68 feet to a point on the Northwesterly prolongation of the Northeasterly boundary of said Oliver Park; thence along said prolongation South 61° 11' 11" East, 1072.40 feet to the Northwesterly corner of said subdivision; thence along the Northeasterly boundary of said subdivision, continuing South 61° 11' 11" East, 1229.40 feet to the point of BEGINNING.

Containing 29 acres, more or less.

EXHIBIT "A"
OLIVER PARK GENERAL IMPROVEMENT DISTRICT

Being a portion of Sections 22 and 23, T. 13 N., R. 18 E., M.D.B. & M., in Douglas County, Nevada, and being more particularly described as follows:

BEGINNING at the intersection of the Northeasterly boundary of Kahle Drive with the Westerly right-of-way line of U.S. Highway 50, said Northeasterly boundary of Kahle Drive also being the Northeasterly boundary of Oliver Park, a subdivision, as shown on the map recorded February 2, 1959, in the office of the Douglas County Recorder; thence from said point of BEGINNING, Southerly along said Westerly right-of-way line of U.S. Highway 50, 63.59 feet to the Southwesterly boundary of said Kahle Drive as shown on said map of said subdivision; thence along said Southwesterly boundary, North 41° 47' 56" West, 60.25 feet and North 61° 11' 11" West, 206.88 feet; thence parallel with the Southeasterly boundary of said subdivision, South 18° 23' 35" West, 140.95 feet to the Northeasterly boundary of the parcel conveyed by the deed recorded in Book C-1 of Deeds, page 521, Douglas County Records; thence along said Northeasterly boundary, North 61° 11' 11" West, 100.00 feet to the Southeasterly boundary of said subdivision; thence along said Southeasterly boundary, South 18° 23' 35" West, 624.91 feet to the Southeast corner of Lot 12, Block 1 of said subdivision; thence along the Southwesterly boundary of said Lot 12 and the Southwesterly and Westerly boundary of Block 3 of said subdivision, North 60° 56' 54" West, 997.95 feet and

NOEL E. MANOUKIAN, LTD.
LAW OFFICES
LAKE TAHOE OFFICE
P. O. BOX 2100
ZEPHYR COVE, NEVADA 89448
TELEPHONE (702) 588-6667
CARSON VALLEY OFFICE
P. O. BOX 428
GARDNERVILLE, NEVADA 89410
TELEPHONE (702) 782-3631

Summary - An Ordinance creating the INDIAN HILL GENERAL IMPROVEMENT DISTRICT.

BILL NO. I-H-1

ORDINANCE NO. I-H-1

(of Douglas County, Nevada)

AN ORDINANCE CREATING THE INDIAN HILL GENERAL IMPROVEMENT DISTRICT PURSUANT TO NRS. 318.010 et seq., PROPOSED FOR PAVING, CURBS, GUTTERS, SIDEWALKS, WATER IMPROVEMENTS, STREET LIGHTING, SEWER AND OTHER BASIC POWERS FOR WHICH THE DISTRICT WAS PROPOSED, BUT NOT LIMITED THERETO; INCLUDING A GENERAL DESCRIPTION OF THE BOUNDARIES OF SAID DISTRICT.

WHEREAS, on the 5th day of June, 1973, this Board adopted an Ordinance numbered 1-H-1 entitled "An Ordinance initiating proceedings for the establishment and organization of the INDIAN HILL GENERAL IMPROVEMENT DISTRICT, pursuant to NRS 318.010 et seq., proposed for paving, curbs, gutters, sidewalks, water improvements, street lighting, sewer and other basic powers for which said District is proposed, but not limited thereto; including a general description of the boundaries of the proposed District; and providing for the publication and notice of hearing, and hearing on the creation of the District", wherein it did provide for the publication of notice on the creation of the District; and

WHEREAS, as appears from the Affidavit of Publication on file in the Office of the County Clerk, a copy of said Ordinance was published by Title, together with a separate statement to the effect that type-written copies of the Ordinance were available for inspection at the Office of the County Clerk, by all interested persons, together with the names of the County Commissioners voting for or against its passage, in the Record-Courier, a newspaper of general circulation, printed and published in the County of Douglas, State of Nevada, and being the newspaper which was most likely to give notice to interested persons therein, and that

said notice of intention to establish INDIAN HILL GENERAL IMPROVEMENT DISTRICT, was published for the statutory period; and

WHEREAS, as appears from the Affidavit of Publication on file in the Office of the County Clerk, said Clerk gave notice by publication of the intention of this Board to establish such District, which notice set forth the name, statement of purpose, general description of its boundaries, and the time and place of hearing, in the Record-Courier, a newspaper of general circulation in the District, and being the newspaper most likely to give notice to interested persons in said matter, once a week for three consecutive weeks, the first of which was at least 30 days prior to the day of hearing; and

WHEREAS, as appears from the Affidavit of Mailing on file in the Office of the County Clerk, full, true and correct copies of the notice of intention to establish said District were mailed by First Class Mail in sealed envelopes, postage prepaid, by depositing them in the United States Post Office to each of the tax paying electors within said proposed District, as their names and addresses appear on the last equalized Tax Roll for the County of Douglas, and to all persons interested in any property within the proposed District, and to all other persons interested therein as known to said Affiant; and

WHEREAS, at or before the time fixed in the initiating ordinance and notice, written protests were not filed with the County Clerk, signed by fifty-one percent (51%) or more of the tax-paying electors within said proposed District, and the percentage of said tax paying electors who so filed written protests against the formation of the District was 0 %; and

WHEREAS, said matter came on regularly for hearing before this Board at the hour of 10:15 o'clock ~~p.m.~~ a.m on the 5th day of July, 1973, in the Chambers of this Board in the County Courthouse, Minden, Douglas County, Nevada, being the time and

NOEL E. MANOUKIAN, LTD.
LAW OFFICES
LAKE TAHOE OFFICE
P. O. BOX 2100
ZEPHYR COVE, NEVADA 89448
TELEPHONE (702) 588-6667
CARSON VALLEY OFFICE
P. O. BOX 428
GARDNERVILLE, NEVADA 89410
TELEPHONE (702) 782-3631

place fixed for hearing; and

WHEREAS, all persons interested who appeared were given an opportunity to speak and were fully heard, and any written communications and protests were fully considered, and competent proof was presented that the boundaries of said proposed District are correct and closed, as demonstrated by the description of the boundaries of this District, as described in Exhibit "A" hereto attached and by reference made a part hereof; and it being shown that all of the lands within the District will be benefited by being formed and included into said District, and that said proposed boundaries contain all of the land that at this time will be benefited by being formed into said District;

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, IN THE STATE OF NEVADA, DOES ORDAIN:

1. The INDIAN HILL GENERAL IMPROVEMENT DISTRICT is hereby created and established.

2. The general description of the boundaries of this District are described in Exhibit "A" hereto attached and by reference made a part hereof.

3. The general purposes for which the District is formed are the acquisition, construction, re-construction, improvement, extension, betterment, operation, maintenance and repair of the following improvements:

a) To construct, re-construct, improve, extend or better the sanitary sewer system or any part thereof, including, without limitating the generality of the foregoing, mains, laterals, wyes, tees, meters and collection, treatment and disposal plants; to sell any product or biproduct thereof, and to acquire the appropriate outlets within or without the District, and to extend the sewer lines of the District thereto.

b) Grading, pavement, curbs, gutters and sidewalks in streets and alleys within the District, including, without limiting the generality thereof, drains, catch basins, valley gutters, driveway inlets, street and alley improvements necessary and incidental thereto, and removal of existing improvements.

c) A works system or facilities for the supply,

NOEL E. MANOUKIAN, LTD.
LAW OFFICES
CARSON VALLEY OFFICE
P. O. BOX 428
GARDNERVILLE, NEVADA 89410
TELEPHONE (702) 782-3631
LAKE TAHOE OFFICE
P. O. BOX 2100
ZEPHYR COVE, NEVADA 89448
TELEPHONE (702) 588-6667

storage and distribution of water for private and public purposes;

d) A works system or facilities for lighting public streets, ways and places, or contract for providing such facilities and the electrical current necessary therefor, or such current, with any utility serving the District, at uniform rates and charges established for the utility operator.

e) Sites for the disposal of garbage and refuse, and equipment for the collection and disposal of, and the collection and disposal of, garbage and refuse, or contract for the collection and disposal of garbage and refuse from within the District.

f) Said District shall further have the basic powers authorized in NRS 318.116 to 318.144, including, but not limited to, the foregoing, and all other powers granted by Chapter 318, Title 25 of the Nevada Revised Statutes as presently enacted or as hereinafter amended.

4. The following five (5) tax paying electors of the District are appointed to serve as the first Board of Trustees of said District, for the following terms, to-wit: JACK BAY and Richard Bigeu, who shall serve until, at the first biennial election following the formation of the District, there shall have been elected by the tax paying electors of the District, two members of the Board; and JAMES R. LEE, JACK LEDYARD and Robert Hass, who shall serve until, at the second biennial election after the formation of the District, there shall have been elected by said tax paying electors, three members of the Board.

5. The members of the Board of Trustees shall qualify by filing with the County Clerk oaths of office and corporate surety bonds, at the expense of the District, the bonds to be in the amount of ONE THOUSAND DOLLARS ($1,000.00) each, in standard corporate official bond form, which is hereby approved, conditioned for the faithful performance of their duties as Trustees.

6. The County Clerk shall cause this ordinance to be published by title, together with a separate statement to the effect that type-written copies of the ordinance are available for

NOEL E. MANOUKIAN, LTD.
LAW OFFICES
LAKE TAHOE OFFICE
P. O. BOX 2100
ZEPHYR COVE, NEVADA 89448
TELEPHONE (702) 588-6667
CARSON VALLEY OFFICE
P. O. BOX 428
GARDNERVILLE, NEVADA 89410
TELEPHONE (702) 782-3631

inspection at the Office of the County Clerk of Douglas County, by all interested persons, together with the names of the County Commissioners voting for or against its passage, in the Record-Courier, a newspaper of general circulation printed and published in the County of Douglas, and being the newspaper which is most likely to give notice to persons interested herein, at least once a week for a period of two weeks before this Ordinance shall become effective.

7. Forthwith upon the effective date of this Ordinance and within thirty (30) days thereafter, the County Clerk shall file a copy of this Ordinance in his office and shall cause to be filed an additional copy of it in the Office of the Secretary of State in Carson City, Nevada.

PROPOSED on the 5th day of July, 1973 by Commissioner Charles Meneley, and passed on the 5th day of July, 1973.

Those Voting Aye: Commissioners:

Charles Meneley

Roy Godecke

Harold Dayton

Those Voting Nay: None

Those Absent and not voting: None

s/Harold P. Dayton, Jr.
Chairman, Board of County Commissioners, Douglas County, Nevada.

Attested:

Earnhart W. Thran, Clerk

This Ordinance shall be in full force and effect from and after the 19th day of July, 1973.

NOEL E. MANOUKIAN, LTD.
LAW OFFICES
LAKE TAHOE OFFICE
P. O. BOX 2100
ZEPHYR COVE, NEVADA 89448
TELEPHONE (702) 588-6667
CARSON VALLEY OFFICE
P. O. BOX 428
GARDNERVILLE, NEVADA 89410
TELEPHONE (702) 782-3631

DOWNER ENGINEERING
REGISTERED CIVIL ENGINEERS
LAND SURVEYORS
CALIFORNIA AND NEVADA
P.O. BOX 456
MINDEN, NEVADA 89423

Office Telephone
782-2192

Home Telephone
782-2584

June 2nd, 1973

DESCRIPTION OF INDIAN HILL GENERAL IMPROVEMENT DISTRICT

In Section 6, T.14N, R.20E., M.D.B.&M.

SW 1/4 SE 1/4

In Section 7, T14N. R.20E., M.D.B.&M.

E 1/2 NW 1/4, portion south of Jacks Valley Road.
NW 1/4 NE 1/4
SW 1/4 NE 1/4
NW 1/4 SE 1/4
SW 1/4 SE 1/4, portion west of Highway 395.
SE 1/4 SW 1/4 Excepting that fraction which is known as Vista Grande Unit #2.

In Section 18, T.14N., R.20E.

NW 1/4
NW 1/4 SW 1/4

Totaling 480 acres, more or less.

All situated in Douglas County, Nevada.

EXHIBIT "A"

Summary - An Ordinance Amending Ordinance No. 147 by Adding to the Gardnerville Ranchos General Improvement District Powers Relating to Recreation and Declaring an Emergency.

BILL NO. 161

ORDINANCE NO. 161
(of Douglas County, Nevada)

AN ORDINANCE AMENDING ORDINANCE NO. 147 BY ADDING TO THE GARDNERVILLE RANCHOS GENERAL IMPROVEMENT DISTRICT POWERS RELATING TO RECREATION AND DECLARING AN EMERGENCY

WHEREAS, on the 9th day of April, 1965, this Board adopted its Ordinance No. 147, entitled "An Ordinance Creating the Gardnerville Ranchos General Improvement District Proposed for Paving, Curbs, Gutters, Sidewalks, Storm Drainage, Sanitary Sewer Improvements, Water Improvements, Street Lighting, and Garbage and Refuse Collection and Disposal; and Declaring an Emergency";

WHEREAS, on the 5th day of June, 1967, this Board initiated the addition to Gardnerville Ranchos General Improvement District of powers of recreation by adopting its Ordinance numbered 160, entitled "An Ordinance Initiating Proceedings for Adding to the Gardnerville Ranchos General Improvement District Powers Relating to Recreation and Declaring an Emergency; and Providing for the Publication and Notice of Hearing Thereon," wherein it did provide for the publication of notice of hearing on the adding of powers to the District;

WHEREAS, as appears from the affidavit of publication on file in the office of the County Clerk, a copy of said Ordinance was published by title, together with a separate statement to the effect that typewritten copies of the Ordinance were available for inspection at the office of the County Clerk by all interested persons, together with the names of the County Commissioners voting for or against its passage, in The Record-Courier, a newspaper of general circulation printed and published

in the County of Douglas, and being the newspaper which was most likely to give notice to persons interested therein, at least once a week for a period of two weeks before said Ordinance became effective;

WHEREAS, as appears from the affidavit of publication on file in the office of the County Clerk, said Clerk gave notice by publication of the ordinance of intention of this Board to add such powers to the District, which notice set forth the powers to be added and the time and place of hearing, in The Record-Courier, a newspaper of general circulation in the District, and being the newspaper most likely to give notice to interested persons in said matter, once a week for three consecutive weeks, the first of which was at least fifteen days prior to the day of hearing;

WHEREAS, at or before the time fixed in the Ordinance of intention, no written protests were filed with the County Clerk, signed by taxpaying electors within the District and, therefore, said protests were filed by 0% of the taxpaying electors within the District, and this Board finds that protests were not filed with the County Clerk, signed by 51% or more of the taxpaying electors within the District;

WHEREAS, said matter came on regularly for hearing before this Board at the hour of 1:30 o'clock P.M., on the 5th day of July, 1967, in the Chambers of this Board, County Court House, Minden, Nevada, being the time and place fixed for said hearing;

WHEREAS, proof, oral and documentary, was presented to the Board from which this Board finds, upon which this Ordinance is based, that the public convenience and necessity require the vesting of powers as to recreation in such District, and the vesting of such powers therein is economically sound and feasible; and

WHEREAS, all persons interested who appeared were given an opportunity to and were fully heard, and all written

communications were fully considered; and

WHEREAS, due to the necessity of immediately providing for the addition of powers of recreation to the Gardnerville Ranchos General Improvement District, the Board has determined, and does hereby declare, that an emergency exists requiring this ordinance to take effect from and after its passage and publication by title in accordance with law.

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, IN THE STATE OF NEVADA, DOES ORDAIN:

1. County Ordinance 147, Section 3, is hereby amended by adding thereto a subsection (g) to read as follows:

"(g) To acquire, construct, reconstruct, improve, extend and better lands, works, systems and facilities for recreation. If the proposed recreational facilities are situated within 7 miles from the boundary of an incorporated city or unincorporated town, and if the county in which the proposed recreational facilities are situated has adopted a recreation plan pursuant to Chapter 278 of NRS, the authority conferred herein by this subsection (g) may be exercised only in conformity with such plan."

2. That the Board of County Commissioners has expressed in the preamble to this ordinance the existence of an emergency, and does hereby find and declare that an emergency does exist, and consequently, final action shall be taken immediately and this ordinance shall be in effect from and after its publication as hereinafter provided.

The facts constituting such urgency are as follows:

There is a substantial shortage of recreation facilities within the Gardnerville Ranchos General Improvement District to meet properly the demands of the growing influx of people therein. In the improvement of the lands of the Gardnerville Ranchos General Improvement District it is necessary that said District,

therefore, immediately have powers of recreation for the protection of the public health, safety and general welfare.

3. This Ordinance shall be in full force and effect from and after its passage, approval and publication as prescribed by NRS 244.100.

* * * * * * * *

Proposed on the 5th day of July, 1967

Proposed by Commissioner Meneley

Passed on the 5th day of July, 1967

Vote:

Ayes: Commissioners: Prewett, Settelmeyer, Meneley

Nayes: Commissioners: None

Absent: Commissioners: None

Robert L. Prewett
Chairman of the Board

ATTEST:

Earnhart W. Shaw
County Clerk

This Ordinance shall be in force and effect from and after the 20th day of July, 1967.

Summary - An Ordinance Creating the
Gardnerville Ranchos General Improvement District

BILL NO. 147

ORDINANCE NO. 147
(of Douglas County, Nevada)

AN ORDINANCE CREATING THE GARDNERVILLE RANCHOS GENERAL IMPROVEMENT DISTRICT PROPOSED FOR PAVING, CURBS, GUTTERS, SIDEWALKS, STORM DRAINAGE, SANITARY SEWER IMPROVEMENTS, WATER IMPROVEMENTS, STREET LIGHTING, AND GARBAGE AND REFUSE COLLECTION AND DISPOSAL; AND DECLARING AN EMERGENCY

WHEREAS, on the 17th day of March, 1965, this Board adopted an Ordinance numbered 146, entitled "An Ordinance Initiating Proceedings for the Organization of the Gardnerville Ranchos General Improvement District Proposed for Paving, Curbs, Gutters, Sidewalks, Storm Drainage, Sanitary Sewer Improvements, Water Improvements, Street Lighting, and Garbage and Refuse Collection and Disposal; Providing for Publication and Notice of Hearing and Hearing on the Creation of the District and Declaring an Emergency", wherein it did provide for the publication of notice of hearing on the creation of the District and declaring an emergency;

WHEREAS, as appears from the affidavit of publication on file in the office of the County Clerk, a copy of said Ordinance was published by title, together with a separate statement to the effect that typewritten copies of the Ordinance were available for inspection at the office of the County Clerk by all interested persons, together with the names of the County Commissioners voting for or against its passage, in the Record-Courier, a newspaper of general circulation printed and published in the County of Douglas, and being the newspaper which was most likely to give notice to persons interested therein, at least once a week for a period of two weeks before said Ordinance became effective;

WHEREAS, as appears from the affidavit of publication on file in the office of the County Clerk, said Clerk gave notice by publication of the intention of this Board to establish such District, which notice set forth the name, statement of purposes, general description of its boundaries, and the time and place of hearing, in the Record-Courier, a newspaper of general circulation in the District, and being the newspaper most likely to give notice to interested persons in said matter, once a week for three consecutive weeks, the first of which was at least fifteen days prior to the day of hearing;

WHEREAS, as appears from the affidavit of mailing on file in the office of the County Clerk, full, true and correct copies of the notice of intention to establish said District were mailed by first class mail in sealed envelopes, postage prepaid, by depositing them in the United States Post Office to each of the taxpaying electors within said proposed district as their names and addresses appear on the last equalized tax roll for the County of Douglas, and to all persons interested in any property within the District, and to all other persons interested therein as known to said affiant;

WHEREAS, at or before the time fixed in the initiating Ordinance and Notice, written protests were not filed with the County Clerk, signed by 51% or more of the taxpaying electors within said proposed District, and the percentage of said taxpaying electors who so filed written protests against the formation of the District was 0 %;

WHEREAS, said matter came on regularly for hearing before this Board at the hour of 7:30 o'clock P.M. on the 9th day of April, 1965, in the Chambers of this Board in the County Court House, Minden, Nevada, being the time and place fixed for hearing;

WHEREAS, all persons interested who appeared were given an opportunity to and were fully heard, and all written communications

were fully considered, and competent proof was presented that the boundaries of said proposed District are correct and close, that all of the lands within said District will be benefited by being formed into said District and that said proposed boundaries contain all of the lands that at this time will be benefited by being formed into said District;

WHEREAS, due to the necessity of immediately providing for the exercise of the powers of the general improvement district, the Board has determined, and does hereby declare, that an emergency exists requiring this ordinance to take effect from and after its passage and publication by title in accordance with law; and

WHEREAS, it will not be necessary to make any changes in said proceedings in order for them to be equitable;

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, IN THE STATE OF NEVADA, DOES ORDAIN:

1. The Gardnerville Ranchos General Improvement District is hereby created and established.

2. The general description of the boundaries of the District are described in Exhibit "A" hereto attached and by reference made a part hereof.

3. The general purposes for which the district is formed are the acquisition, construction, reconstruction, improvement, extension, betterment, operation, maintenance and repair of the following public improvements:

(a) Grading, pavement, curbs, gutters and sidewalks in streets and alleys within the district, including without limiting the generality thereof, drains, catch basins, valley gutters, driveway inlets, street and alley improvements necessary and incidental thereto, and removal of existing improvements.

(b) Storm sewer and other drainage facilities and improvements necessary and incidental thereto within the district, including, without limiting the generality of the foregoing, pipes, catch basins, drains, and necessary inlets and outlets.

(c) A sanitary sewerage system or any part thereof, including, without limiting the generality of the foregoing, mains, laterals, wyes, tees, meters and collection, treatment and disposal plants, and the sale of any product or by-product thereof and acquisition of the appropriate outlets within or without the district and extension of the sewerlines of the district thereto.

(d) A works, system or facilities for the supply, storage and distribution of water for private and public purposes.

(e) A works, system or facilities for lighting public streets, ways and places, or contract for providing such facilities and the electrical current necessary therefor, or such current, with any public utility serving the district, at uniform rates and charges established for the utility operator.

(f) Sites for the disposal of garbage and refuse, and equipment for the collection and disposal of, and the collection and disposal of, garbage and refuse, or contract for the collection and disposal of garbage and refuse from within the district.

4. The following five taxpaying electors of the District are appointed to serve as the first Board of Trustees of said District, for the following terms, to wit:

D. A. Swift and W. P. ~~Bender~~ Bednar, who shall serve until, at the first biennial election following the formation of the District, there shall have been elected by the taxpaying electors of the District two members of said Board; and

C. E. Swift, M. K. Swift and C. N. Swift, who shall serve until, at the second biennial election after the formation of the District, there shall have been elected by said taxpaying electors three members of the Board.

5. The members of the Board of Trustees shall qualify by filing with the County Clerk oaths of office and corporate surety bonds, at the expense of the District, the bonds to be in the amount of $1,000 each, in standard corporate official bond form which is hereby approved, conditioned for the faithful performance of their duties as Trustees.

6. That the Board of County Commissioners has expressed in the preamble to this ordinance the existence of an emergency, and does hereby find and declare that an emergency does exist and consequently, final action shall be taken immediately and this ordinance shall be in effect from and after its publication as hereinafter provided.

The facts constituting such urgency are as follows:

There is a substantial shortage of improved lands within the area to meet the demands of the growing influx of people therein. In the improvement of the lands of this proposed district it is necessary that the improvements herein proposed be provided for the protection of public health, safety and general welfare.

7. The County Clerk shall cause this Ordinance to be published by title, together with a separate statement to the effect that typewritten copies of the Ordinance are available for inspection at the office of the County Clerk by all interested persons, together with the names of the County Commissioners voting for or against its passage, in the Record-Courier, a newspaper of general circulation printed and published in the County of Douglas, and being the newspaper which is most likely to give notice to persons interested herein, at least once a week for a period of two weeks before this Ordinance shall become effective.

8. Forthwith upon the effective date of this ordinance and within thirty (30) days thereafter, the County Clerk shall file a copy of this Ordinance in her office and shall cause to be filed an additional copy of it in the office of the Secretary of State.

Proposed on the 9th day of April, 1965.

Proposed by Commissioner Settelmeyer.

Passed the 9th day of April, 1965.

Vote:

AYES:	Commissioners:	Pruitt, Dressler and Settelmeyer
NOES:	Commissioners:	None
ABSENT:	Commissioners:	None

Robert L. Pruitt
Chairman

ATTESTED:

Edinburg Thau
County Clerk

This Ordinance shall be in force and effect from and after the 23rd day of April, 1965.

EXHIBIT "A"

GARDNERVILLE RANCHOS GENERAL IMPROVEMENT DISTRICT

DOUGLAS COUNTY, NEVADA

Beginning at the most Easterly corner of Gardnerville Ranchos Unit No. 1 as per Map recorded in Book 1 of Maps, File No. 26665, Records of the County of Douglas, State of Nevada; thence N. 89° 54' 13" E. 1463.91 feet; thence N. 5° 24' 40" W. 706.00 feet; thence North 26° 17' 20" W. 194.50 feet; thence N. 40° 49' 00" W. 360.00 feet to the Easterly line of said Sections 10 and 15; thence Northerly along said Easterly section lines N. 0° 29' 05" W. 2792.45 feet; thence S. 89° 48' 30" W. 75.85 feet; thence N. 45° 32' 00" W. 383.69 feet; thence S. 44° 28' 00" W. 104.00 feet; thence N. 45° 32' 00" W. 222.11 feet; thence N. 61° 33' 00" E. 244.80 feet; thence N. 45° 32' 00" W. 50.00 feet; thence S. 61° 33' 00" W. 1006.00 feet; thence S. 89° 48' 30" W. 327.10 feet to the most Easterly corner of Deed No. 24217 as recorded in Book 21, Page 398, Records of Douglas County, Nevada; thence S. 0° 11' 30" W. along the Easterly line of said Deed 208.28 feet; thence S. 64° 10' 30" W. 204.66 feet; thence S. 84° 57' 30" W. 279.07 feet; thence N. 63° 38' 20" W. 219.20 feet; thence N. 76° 03' 54" W. 284.94 feet; thence S. 13° 06' 20" W. 192.40 feet; thence S. 0° 28' 53" W. 474.95 feet to the Northeasterly corner of Lot 11 of said Gardnerville Ranchos; thence along the Northeasterly and Easterly lines of said Gardnerville Ranchos the following bearings and distances: S. 45° 15' 47" E. 416.53 feet; S. 36° 07' 01" E. 569.93 feet; S. 70° 26' 07" E. 395.28 feet; S. 18° 11' 26" E. 815.39 feet; S. 50° 19' 16" E. 289.75 feet; S. 26° 46' 08" E. 363.28 feet; S. 2° 07' 30" W. 180.38 feet; S. 18° 37' 07" W. 297.51 feet; S. 1° 51' 47" E. 123.11 feet to the Northeast corner of Lot 33, Gardnerville Ranchos Unit No. 1; thence Westerly along the North line of Lots 33 through 41, of said map and its Westerly production to the Westerly line of Dresslerville Road; thence Northerly and Westerly along the Westerly and Southerly line of said road to the Easterly line of the County Road along the North-South midsection line of Secs.9 & 16, which point is in the Northwest corner of the S-1/2 of the SE-1/4 of Section 9; thence South along the East line of said County Road to the East-West midsection line of Section 16; and thence East along the East-West midsection line of Sections 16 and 15 to the point of beginning; being portions of Sections 10, 15 and 16, Township 12 North, Range 20 East, M.D.B.&M., in the County of Douglas, State of Nevada.

Summary - An Ordinance Amending Ordinance No. 140, Creating Kingsbury General Improvement District, to Clarify the Boundaries and Powers Therein; and Declaring an Emergency.

BILL NO. 144

ORDINANCE NO. 144

AN ORDINANCE AMENDING THE TITLE AND BODY OF ORDINANCE NO. 140

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, IN THE STATE OF NEVADA, DOES ORDAIN, AS FOLLOWS:

Section 1. That it does find, determine and establish, as follows:

(a) On September 8, 1964, there had been duly noticed and was held a hearing before this Board of County Commissioners on the formation of the Kingsbury General Improvement District of territory within the County, for the purpose of forming a district of the territory described in Ordinance No. 136 - An Ordinance Initiating Proceedings for the Organization of the Kingsbury General Improvement District Proposed for Paving, Curbs, Gutters, Sidewalks, Storm Drainage, Sanitary Sewer Improvements, Water Improvements, Street Lighting, and Garbage and Refuse Collection and Disposal; Providing for Publication and Notice of Hearing and Hearing on the Creation of the District and Declaring an Emergency, adopted by this Board on July 6, 1964, and to have and exercise all of the powers described and set forth in said Ordinance, all pursuant to Chapter 318 of Nevada Revised Statutes.

(b) At said hearing, evidence was presented that all of the territory within said proposed district would be benefited by being formed into a general improvement district for the purpose of exercising the powers proposed in said Ordinance No. 136, and that said territory was all of the territory that would be benefited by being so formed;

(c) In said Ordinance No. 136, it was proposed to exclude all of the territory contained within Kingsbury General Improvement District No. 2, an existing general improvement district, the territory of which was erroneously described as being the SE 1/4 of the SW 1/4 of Section 23, Township 13 North, Range 18 East, M.D.B.&M., whereas in fact it was the NE 1/4 of the NW 1/4 of Section 26, Township 13 North, Range 18 East, M.D.B.&M.;

(d) Prior to said hearing there was filed with the Clerk two requests for exclusion of territory, as follows:

(1) By Neva-Alu, Inc., a corporation, as to the NW 1/4 of the NW 1/4 of the NW 1/4 of Section 25, T. 13 N., R. 18 E., M.D.B.&M., and

(2) By Parks Cattle Company, as to its property within the proposed district, which property is shown in the records of the County Assessor to be the SE 1/4 of the NW 1/4, the NE 1/4 of the SW 1/4 and the NW 1/4 of the SE 1/4 of Section 26, T. 13 N., R. 18 E., M.D.B.&M.

(e) At the hearing on said Ordinance No. 136, duly held on September 8, 1964, the Board ordered the District formed, with the exclusion of the territory of Neva-Alu, Inc., and Parks Cattle Company;

(f) Ordinance No. 140, adopted at said meeting on September 8, 1964, does not accurately describe the exclusions;

(g) This Board ordered the District to be formed to have all of the powers proposed and described in Ordinance No. 136, but in Ordinance No. 140, there was no mention of the powers as to water improvements, street lighting and garbage and refuse collection and disposal; and

(h) Said Ordinance No. 140 fails to state the true intention of this Board through clerical misprision, error, inadvertence and excusable neglect, this Board has control over and has the power to correct its own records, due notice of hearing was had, all

persons interested were duly heard, all interested persons know of the intention and action of this Board, and a failure to correct said records would result in the intention and order of this Board not being carried out.

Section 2. (a) Ordinance No. 140 is amended by substituting for the exclusion of territory described on Pages 2 and 5 thereof, the following: "Excluding therefrom and as no part thereof, the property known as Kingsbury General Improvement District No. 2, being the portion of the NE 1/4 of the NW 1/4 of Section 26, T. 13 N., R. 18 E., lying south of the north line of Kingsbury Grade Road; and excluding therefrom the lands of Parks Cattle Company, being the SE 1/4 of the NW 1/4, NE 1/4 of the SW 1/4, and NW 1/4 of the SE 1/4 of Section 26, T. 13 E., R. 18 E.; and also excluding the lands of Neva-Alu, Inc., being the NW 1/4 of the NW 1/4 of the NW 1/4 of Section 25, T. 13 N., R. 18 E;"

(b) The title to Ordinance No. 140 is amended to read: "An Ordinance Creating the Kingsbury General Improvement District, Having as its Purposes and Powers, Paving, Curbs, Gutters, Sidewalks, Storm Drainage, Sanitary Sewer Improvements, Water Improvements, Street Lighting and Garbage and Refuse Collection and Disposal; Describing the Boundaries of said District; Appointing the First Board of Trustees; Ratifying All Action Previously Taken in Connection With the Creation of said District; Prescribing Other Details in Connection Therewith; and Declaring an Emergency."

(c) Section 3 of Ordinance No. 140 is amended to read as follows: "That the general purposes for which the District is created and the powers which it shall have shall be for paving, curbs, gutters, sidewalks, storm drainage, sanitary sewer improvements, water improvements, street lighting, and garbage and refuse collection and disposal."

Section 3. That the Board of County Commissioners has expressed in the preamble to this ordinance the existence of an

emergency, and does hereby find and declare that an emergency does exist, and consequently, final action shall be taken immediately and this ordinance shall be in effect from and after its publication as hereinafter provided.

The facts constituting such urgency are as follows:

There is a substantial shortage of improved lands within the area to meet the demands of the growing influx of people therein. In the improvement of the lands of this proposed district it is necessary that the improvements herein proposed by provided for the protection of public health, safety and general welfare.

Section 4. The County Clerk shall cause this ordinance to be published by title, together with a separate statement to the effect that typewritten copies of the ordinance are available for inspection at the office of the County Clerk by all interested persons, together with the names of the County Commissioners voting for or against its passage, in the Record Courier, a newspaper of general circulation printed and published in the County of Douglas, and being the newspaper which is most likely to give notice to persons interested herein, at least once a week for a period of two weeks before this Ordinance shall become effective.

Proposed on the 21st day of Dec, 1964

Proposed by Commissioner Robert Pruett

Passed on the 21st day of Dec, 1964.

Vote:

AYES, Commissioners Settelmeyer, Dressler, Pruett

NOES, Commissioners none

ABSENT, Commissioners none

Marvin Settelmeyer
Chairman of the Board

Attested:

Earnhart W Thaw
County Clerk

This Ordinance shall be in force and effect from and after the 31st day of December, 1964.

I :jm 5/1/64

Summary - An Ordinance Creating the
Round Hill General Improvement District

BILL NO. 134

ORDINANCE NO. 134

(of Douglas County, Nevada)

AN ORDINANCE CREATING THE ROUND HILL GENERAL IMPROVEMENT DISTRICT PROPOSED FOR PAVING, CURBS, GUTTERS, SIDEWALKS, STORM DRAINAGE, SANITARY SEWER IMPROVEMENTS, WATER IMPROVEMENTS, STREET LIGHTING, AND GARBAGE AND REFUSE COLLECTION AND DISPOSAL; AND DECLARING AN EMERGENCY

WHEREAS, on the 6th day of April, 1964, this Board adopted an Ordinance numbered 132 entitled "An Ordinance Initiating Proceedings for the Organization of the Round Hill General Improvement District Proposed for Paving, Curbs, Gutters, Sidewalks, Storm Drainage, Sanitary Sewer Improvements, Water Improvements, Street Lighting, and Garbage and Refuse Collection and Disposal; Providing for Publication and Notice of Hearing and Hearing on the Creation of the District and Declaring an Emergency", wherein it did provide for the publication of notice of hearing on the creation of the District and declaring an emergency;

WHEREAS, as appears from the affidavit of publication on file in the office of the County Clerk, a copy of said Ordinance was published by title, together with a separate statement to the effect that typewritten copies of the Ordinance were available for inspection at the office of the County Clerk by all interested persons, together with the names of the County Commissioners voting for or against its passage, in The Record Courier, a newspaper of general circulation printed and published in the County of Douglas, and being the newspaper which was most likely to give notice to persons interested therein, at least once a week for a period of two weeks before said Ordinance became effective;

WHEREAS, as appears from the affidavit of publication on file in the office of the County Clerk, said Clerk gave notice by publication of the intention of this Board to establish such District, which

notice set forth the name, statement of purposes, general description of its boundaries, and the time and place of hearing, in The Record Courier, a newspaper of general circulation in the District, and being the newspaper most likely to give notice to interested persons in said matter, once a week for three consecutive weeks, the first of which was at least fifteen days prior to the day of hearing;

WHEREAS, on the 4th day of May, 1964, as appears from the affidavit of mailing on file in the office of the County Clerk, full, true and correct copies of the notice of intention to establish said District were mailed by first class mail in sealed envelopes, postage prepaid, by depositing them in the United States Post Office to each of the taxpaying electors within said proposed district as their names and addresses appear on the last equalized tax roll for the County of Douglas, and to all persons interested in any property within the District, and to all other persons interested therein as known to said affiant;

WHEREAS, at or before the time fixed in the initiating Ordinance and Notice, written protests were not filed with the County Clerk, signed by 51% or more of the taxpaying electors within said proposed District, and the percentage of said taxpaying electors who so filed written protests against the formation of the District was 0 %;

WHEREAS, said matter came on regularly for hearing before this Board at the hour of 10:00 o'clock A.M. on the 8th day of May, 1964 in the Chambers of this Board in the County Court House, Minden, Nevada, being the time and place fixed for hearing;

WHEREAS, all persons interested who appeared were given an opportunity to and were fully heard, and all written communications were fully considered, and competent proof was presented that the boundaries of said proposed District are correct and close, that all of the lands within said District will be benefited by being formed into said District, and that said proposed boundaries contain all of the lands that at this time will be benefited by being formed into said District;

WHEREAS, due to the necessity of immediately providing for the exercise of the powers of the general improvement district, the Board has determined, and does hereby declare, that an emergency exists requiring this ordinance to take effect from and after its passage and publication by title in accordance with law; and

WHEREAS, it will not be necessary to make any changes in said proceedings in order for them to be equitable;

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, IN THE STATE OF NEVADA, DOES ORDAIN:

1. The Round Hill General Improvement District is hereby created and established.

2. The general description of the District and the territory to be included therein is described as follows:

> COMMENCING at the northeast corner of the S 1/2 of the SE 1/4 of Sec. 10; thence south along the east line of Secs. 10 and 15 to the southeast corner of Sec. 15; thence west along the south line of Sec. 15 to the easterly line of U. S. Highway No. 50; thence southerly along the easterly line of said highway about one mile to the northwest corner of the 30 acre tract of the lands now or formerly of the Tahoe Village Properties, Inc., a corporation; thence continuing along said highway line southerly 509.56 feet; thence N 81° 16' 35" W 80 feet to the westerly line of said highway; thence northerly along the westerly line of said highway to the north line of said Sec. 15; thence east along the north line of Sec. 15 to the southwest corner of the SE 1/4 of said Sec. 10; thence north along the west line of the SE 1/4 of Sec. 10 to the northwest corner of the S 1/2 of the SE 1/4 of Sec. 10; thence east along the north line of said S 1/2 of the SE 1/4 of said Sec. 10 to the point of beginning; being the S 1/2 of the SE 1/4 of Sec. 10, the portion of Sec. 15 east of the west line of U. S. Highway No. 50 and the portion of said highway thence to the north line of Douglas County Sewer Improvement District No. 1, and comprising about 443 acres and said highway; said sections 10 and 15 being in T 13 N, R 18 E, MDB & M.

3. The general purposes for which the district is formed, are:

(a) To grade and regrade and to surface and to re-surface streets, alleys and public highways, and parts thereof, within the district, with suitable material, and to acquire street and alley improvements necessary and

incidental thereto.

(b) To improve streets within the district by grading and regrading and by the construction and reconstruction of curb, gutter and combined curb and gutter, in combination with sidewalks or otherwise, and to acquire improvements necessary and incidental to the foregoing improvements, including, without limiting the generality thereof, drains, catch basins, valley gutters, driveway inlets and the removal of existing improvements.

(c) To construct, reconstruct, replace or extend sidewalks, adjacent to or in combination with curb and gutter or otherwise, within the district, and to acquire improvements necessary and incidental thereto.

(d) To construct, reconstruct, replace or extend storm sewer and other drainage facilities and improvements necessary and incidental thereto within the district, including, without limiting the generality of the foregoing, the laying of pipes and the erection of catch basins, drains, and necessary inlets and outlets.

(e) To construct, reconstruct, improve, extend or better the sanitary sewer system or any part thereof, including, without limiting the generality of the foregoing, mains, laterals, wyes, tees, meters and collection, treatment and disposal plants.

(f) To sell any product or by-product thereof and acquire the appropriate outlets within or without the district and to extend the sewer lines of the district thereto.

(g) To acquire, construct, reconstruct, improve, extend or better a works, system or facilities for the supply, storage and distribution of water for private and public purposes.

(h) To acquire, construct, reconstruct, improve, extend or better a works, system or facilities for lighting public streets, ways and places, or contract for providing such facilities and the electrical current necessary therefor, or such current, with any public utility serving the district, at uniform rates and charges established for the utility operator.

(i) To acquire, by purchase or lease, sites for the disposal of garbage and refuse, and to own and operate equipment for the collection and disposal of, and collect and dispose of, garbage and refuse, or to contract for the collection and disposal of garbage and refuse from within the district.

(j) To operate, maintain and repair the improvements acquired by the district.

4. The following five taxpaying electors of the District are appointed to serve as the first Board of Trustees of said District, for the following terms, to wit:

Arthur K. Bourne and Alberta Bourne, who shall serve until, at the first biennial election following the formation of the District, there shall have been elected by the taxpaying electors of the District two members of said Board; and Stephen Bourne, Norma Bourne, and Michael Barnato, who shall serve until, at the second biennial election after the formation of the District, there shall have been elected by said taxpaying electors three members of the Board.

5. The members of the Board of Trustees shall qualify by filing with the County Clerk oaths of office and corporate surety bonds, at the expense of the District, the bonds to be in the amount of $1,000 each, in standard corporate official bond form which is hereby approved, conditioned for the faithful performance of their duties as Trustees.

6. That the Board of County Commissioners has expressed in the preamble to this ordinance the existence of an emergency, and does hereby find and declare that an emergency does exist and consequently, final action shall be taken immediately and this ordinance shall be in effect from and after its publication as hereinafter provided.

The facts constituting such urgency are as follows:

There is a substantial shortage of improved lands within the area to meet the demands of the growing influx of people therein. In the improvement of the lands of this proposed district it is necessary that the improvements herein proposed be provided for the protection of public health, safety and general welfare.

7. The County Clerk shall cause this Ordinance to be published by title, together with a separate statement to the effect that typewritten copies of the Ordinance are available for inspection at the office of the County Clerk by all interested persons, together with the names of the County Commissioners voting for or against its passage, in The Record Courier, a newspaper of general circulation printed and published in the County of Douglas, and being the newspaper which is most likely to give notice to persons interested herein, at least once a week for a period of two weeks before this Ordinance shall become effective.

8. Forthwith upon the effective date of this Ordinance and within thirty (30) days thereafter, the County Clerk shall file a copy of this Ordinance in his office and shall cause to be filed an additional copy of it in the Office of the Secretary of State.

Proposed on the 8th day of May, 1964

Proposed by Commissioner

Passed the 8th day of May, 1964

Vote:

AYES: Commissioners: Settelmeyer
Dressler
Pruett

NOES: Commissioners: none

ABSENT: Commissioners: none

Marvin Settelmeyer
Chairman of the Board

Attested:

Saundra W. Thran
County Clerk

This Ordinance shall be in force and effect from and after the 22nd day of May, 1964.

Summary - An Ordinance Creating the Cave Rock Estates General Improvement District

Bill No.

ORDINANCE NO. CR-2
(of Douglas County, Nevada)

AN ORDINANCE CREATING CAVE ROCK ESTATES GENERAL IMPROVEMENT DISTRICT PROPOSED FOR PAVING, CURBS, GUTTERS, SIDEWALKS, STORM DRAINAGE, WATER IMPROVEMENTS, STREET LIGHTING, AND GARBAGE AND REFUSE COLLECTION AND DISPOSAL: AND DECLARING AN EMERGENCY

WHEREAS, on the 5th day of September, 1975, this Board adopted an Ordinance numbered CR-I entitled "An Ordinance Initiating Proceedings for the Organization of the Cave Rock Estates General Improvement District Proposed for Paving, Curbs, Gutters, Sidewalks, Storm Drainage, Water Improvements, Street Lighting, and Garbage and Refuse Collection and Disposal: Providing for Publication and Notice of Hearing and Hearing on the creation of the District and Declaring an Emergency, wherein it did provide for the publication of notice of hearing on the creation of the District and declaring an emergency;

WHEREAS, as appears from the affidavit of publication of file in the office of the County Clerk, a copy of said Ordinance was published by title, together with a separate statement to the effect that typewritten copies of the Ordinance were available for inspection at the office of the County Clerk by all interested persons, together with the names of the County Commissioners voting for or against its passage, in the Record Courier, a newspaper of general circulation printed and published in the County of Douglas, and being the newspaper which was most likely to give notive to persons interested therein, at least once a week for a period of two weeks before said Ordinance became effective;

WHEREAS, as appears from the affidavit of publication on file in the office of the County Clerk, said Clerk gave notice by publication of the intention of this Board to establish such District, which notice set forth the name, statement of purposes, general description of its boundaries, and the time and place of hearing, in The Record Courier, a newspaper of general circulation in the District, and being the newspaper most likely to give notice to interested persons in said matter, once a week for three consecutive weeks, the first of which was at least fifteen days prior to the day of hearing;

WHEREAS, on the 6th day of September, 1975, as appears from the affidavit of mailing on file in the Office of the County Clerk, full, true and correct copies of the notice of intention to establish said District were mailed by first class mail in sealed envelopes, postage prepaid, by depositing them in the United States Post Office to each of the taxpaying electors within said proposed district as their names and addresses appear on the last equalized tax roll for the County of Douglas, and to all persons interested in any property within the District, and to all other persons interested therein as known to said affiant;

WHEREAS, at or before the time fixed in the initiating Ordinance and Notice, written protests were not filed with the County Clerk, signed by 51% or more of the taxpaying electors within said proposed District, and the percentage of said taxpaying electors who so filed written protests against the formation of the District was 2 %.

WHEREAS, said matter came on regularly for hearing before this Board at the hour of 11:30 A.M. on the 6th day of October, 1975, in the Chambers of this Board in the County Court House, Mindan, Nevada, being the time and place fixed for hearing;

WHEREAS, all persons interested who appeared were given an opportunity to and were fully heard, and all written communications were fully considered, and competent proof was presented that the boundaries of said proposed District were correct and close, that all of the lands within said District will be benefited by being formed into said District, and that said proposed boundaries contain all of the lands that at this time will be benefited by being formed into said District;

WHEREAS, due to the necessity of immediately providing for the exercise of the powers of the General Improvement District, the Board has determined, and does hereby declare, that an emergency exists requiring this ordinance to take effect from and after its passage and publication by title in accordance with law: and

WHEREAS, it will not be necessary to make any changes in said proceedings in order for them to be equitable;

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, IN THE STATE OF NEVADA, DOES ORDAIN:

1. The Cave Rock Estates General Improvement District is hereby created and established.

2. The general description of the District and the territory to be included therein is described as follows:

> All those lots in Cave Rock Estates
> Units 1 & 2 as recorded in the official
> record of Douglas County, State of Nevada

3. The general purposes for which the district is formed, are;

(a) To grade and regrade and to surface and to resurface streets, alleys, and public highways, and parts thereof, within the district, with suitable material, and to acquire street and alley improvements necessary and incidental thereto.

(b) To improve streets within the district by grading and regrading and by the construction and reconstruction of curb, gutter and combined curb and

gutter, in combination with sidewalks or otherwise, and to acquire improvements necessary and incidental to the foregoing improvements, including, without limiting the generality thereof, drains, catch basins, valley gutters, driveway inlets and the removal of existing improvements.

(c) To construct, replace or extend sidewalks, adjacent to or in combination with curb and gutter or otherwise, within the district, and to acquire improvements necessary and incidental thereto.

(d) To construct, reconstruct, replace or extend storm sewer and other drainage facilities and improvements necessary and incidental thereto within the district, including, without limiting the generality of the foregoing, the laying of pipes and the erection of catch basins, drains, and necessary inlets and outlets.

(e) To sell any product or by-product thereof and acquire the appropriate outlets within or without the district.

(f) To acquire, construct, reconstruct, improve, extend or better a works, system or facilities for the supply, storage and distribution of water for private and public purposes.

(g) To acquire, construct, reconstruct, improve, extend or better a works, system or facilities for lighting public streets, ways and places, or contract for providing such facilities and the electrical current necessary therefor, or such current, with any public utility serving the district, at uniform rates and charges established for the utility operator.

(h) To acquire, by purchase or lease, sites for the disposal of garbage and refuse, and to own and operate equipment for the collection and disposal of,

and collect and dispose of, garbage and refuse, or to contract for the collection and disposal of garbage and refuse from within the district.

(i) To operate, maintain and repair the improvements acquired by the district.

4. The following five taxpaying electors of the District are appointed to serve as the first Board of Trustees of said District, for the following terms, to wit:
Ted Kelty and Howard Roberts, who shall serve until, at the first biennial election following the formation of the District, there shall have been elected by the taxpaying electors of the District two members of said Board; and Tom Yturbide, Anita McCullouch, and Al Dahle, who shall serve until, at the second biennial election after the formation of the District, there shall have been elected by said taxpaying electors three members of the Board.

5. The members of the Board of Trustees shall qualify by filing with the County Clerk oaths of office and corporate surety bonds, at the expense of the District, the bonds to be in the amount of $1,000 each, in standard corporate official bond form which is hereby approved, conditioned for the faithful performance of their duties as Trustees.

6. That the Board of County Commissioners has expressed in the preamble to this ordinance the existence of an emergency, and does hereby find and declare that an emergency does exist and consequently, final action shall be taken immediately and this ordinance shall be in effect from and after its publication as hereinafter provided.

The facts constituting such urgency are as follows:

There is a substantial shortage of improved lands within the area to meet the demands of the growing influx of people therein. In the improvement of the lands of this proposed district it is necessary that the improvements herein proposed be provided for the protection of public health, safety and general welfare.

7. The County Clerk shall cause this Ordinance to be published by title, together with a separate statement to the effect that typewritten copies of the Ordinance are available for inspection at the office of the County Clerk by all interested persons, together with the names of the County Commissioners voting for or against its passage, in The Record Courier, a newspaper of general circulation printed and published in the County of Douglas, and being the newspaper which is most likely to give notice to persons interested herein, at least once a week for a period of two weeks before this Ordinance shall become effective.

8. Forthwith upon the effective date of this Ordinance and within thirty (30) days thereafter, the County Clerk shall file a copy of this Ordinance in his office and shall cause to be filed an additional copy of it in the Office of the Secratary of State.

Proposed on the 22nd day of September, 1975.

Proposed by Commissioner Munsley

Passed the 6th day of October, 1975.

Vote

AYES: Commissioners: Dayton, Munsley & Stone
NAYES: Commissioners: none
ABSENT: Commissioners: none

Harold P. Dayton Jr.
Chariman of the Board

Attested:

Matt Bernard
Matt Bernard, County Clerk

This Ordinance shall be in force and effect from and after the 17th day of October, 1975.

Summary - An Ordinance Creating the
Sheridan Acres General Improvement District

BILL NO. 155

ORDINANCE NO. 155
(of Douglas County, Nevada)

AN ORDINANCE CREATING THE SHERIDAN ACRES GENERAL IMPROVEMENT DISTRICT PROPOSED FOR PAVING, CURBS, GUTTERS, SIDEWALKS, STORM DRAINAGE, SANITARY SEWER IMPROVEMENTS, WATER IMPROVEMENTS, STREET LIGHTING, GARBAGE AND REFUSE COLLECTION AND DISPOSAL, AND PUBLIC RECREATION; AND DECLARING AN EMERGENCY

WHEREAS, on the 5th day of May, 1966, this Board adopted an Ordinance numbered 154, entitled "An Ordinance Initiating Proceedings for the Organization of the Sheridan Acres General Improvement District Proposed for Paving, Curbs, Gutters, Sidewalks, Storm Drainage, Sanitary Sewer Improvements, Water Improvements, Street Lighting, Garbage and Refuse Collection and Disposal and Public Recreation; Providing for Publication and Notice of Hearing and Hearing on the Creation of the District and Declaring an Emergency", wherein it did provide for the publication of notice of hearing on the creation of the District and declaring an emergency;

WHEREAS, as appears from the affidavit of publication on file in the office of the County Clerk, a copy of said Ordinance was published by title, together with a separate statement to the effect that typewritten copies of the Ordinance were available for inspection at the office of the County Clerk by all interested persons, together with the names of the County Commissioners voting for or against its passage, in The Record-Courier, a newspaper of general circulation printed and published in the County of Douglas, and being the newspaper which was most likely to give notice to persons interested therein, at least once a week for a period of two weeks before said Ordinance became effective;

WHEREAS, as appears from the affidavit of publication on file in the office of the County Clerk, said Clerk gave notice by publication

of the intention of this Board to establish such District, which notice set forth the name, statement of purposes, general description of its boundaries, and the time and place of hearing, in The Record-Courier, a newspaper of general circulation in the District, and being the newspaper most likely to give notice to interested persons in said matter, once a week for three consecutive weeks, the first of which was at least fifteen days prior to the day of hearing;

WHEREAS, as appears from the affidavit of mailing on file in the office of the County Clerk, full, true and correct copies of the notice of intention to establish said District were mailed by first class mail in sealed envelopes, postage prepaid, by depositing them in the United States Post Office to each of the taxpaying electors within said proposed district as their names and addresses appear on the last equalized tax roll for the County of Douglas, and to all persons interested in any property within the District, and to all other persons interested therein as known to said affiant;

WHEREAS, at or before the time fixed in the initiating Ordinance and Notice, written protests were not filed with the County Clerk, signed by 51% or more of the taxpaying electors within said proposed District, and the percentage of said taxpaying electors who so filed written protests against the formation of the District was 0 %;

WHEREAS, said matter came on regularly for hearing before this Board at the hour of 2:00 o'clock P.M. on the 6th day of June, 1966, in the Chambers of this Board in the County Court House, Minden, Nevada, being the time and place fixed for hearing;

WHEREAS, all persons interested who appeared were given an opportunity to and were fully heard, and all written communications were fully considered, and competent proof was presented that the boundaries of said proposed District are correct and close, that all of the lands within said District will be benefited by being formed into said District and that said proposed boundaries contain all of

the lands that at this time will be benefited by being formed into said District;

WHEREAS, due to the necessity of immediately providing for the exercise of the powers of the general improvement district, the Board has determined, and does hereby declare, that an emergency exists requiring this ordinance to take effect from and after its passage and publication by title in accordance with law;

WHEREAS, this Board finds that the public convenience and necessity require the creation of such district and that the creation thereof is economically sound and feasible; and

WHEREAS, it will not be necessary to make any change in said proceedings in order for them to be equitable;

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, IN THE STATE OF NEVADA, DOES ORDAIN:

1. The Sheridan Acres General Improvement District is hereby created and established.

2. The general description of the boundaries of the District are described in Exhibit "A" hereto attached and by reference made a part hereof.

3. The general purposes for which the district is formed are the acquisition, construction, reconstruction, improvement, extension, betterment, operation, maintenance and repair of the following public improvements:

(a) Grading, pavement, curbs, gutters and sidewalks in streets and alleys within the district, including, without limiting the generality thereof, drains, catch basins, valley gutters, driveway inlets, street and alley improvements necessary and incidental thereto, and removal of existing improvements.

(b) Storm sewer and other drainage facilities and improvements necessary and incidental thereto within the district, including without limiting the generality of the foregoing, pipes, catch basins, drains and necessary inlets and outlets.

(c) A sanitary sewerage system or any part thereof, including, without limiting the generality of the foregoing, mains, laterals, wyes, tees, meters and collection, treatment and disposal plants, and the sale of any product or by-product thereof and acquisition of the appropriate outlets within or without the district and extension of the sewerlines of the district thereto.

(d) A works, system or facilities for the supply, storage and distribution of water for private and public purposes.

(e) A works, system or facilities for lighting public streets, ways and places, or contract for providing such facilities and the electrical current necessary therefor, or such current, with any public utility serving the district, at uniform rates and charges established for the utility operator.

(f) Equipment for the collection of garbage and refuse, or contract for the collection and disposal of garbage and refuse from within the district.

4. The following five taxpaying electors of the District are appointed to serve as the first Board of Trustees of said District, for the following terms, to wit: Duane Newton and Cordell J. Bledsoe who shall serve until, at the first biennial election following the formation of the District, there shall have been elected by the taxpaying electors of the District two members of said Board; and Emily P. Bledsoe, Jane D. Swift and J. P. Swift who shall serve until, at the second biennial election after the formation of the District, there shall have been elected by said taxpaying electors three members of the Board.

5. The members of the Board of Trustees and the Treasurer of the District shall qualify by filing with the County Clerk oaths of office and corporate surety bonds, at the expense of the District, the bonds to be in the amount of $10,000 for each Trustee and in the amount of $50,000 for said Treasurer, in standard corporate official bond form which is hereby approved, conditioned for the faithful performance of their respective duties as said Trustees and as said Treasurer.

6. That the Board of County Commissioners has expressed in the preamble to this ordinance the existence of an emergency, and does hereby find and declare that an emergency does exist and consequently, final action shall be taken immediately and this ordinance shall be in effect from and after its publication as hereinafter provided.

The facts constituting such urgency are as follows:

There is a substantial shortage of improved lands within the area to meet the demands of the growing influx of people therein. In the improvement of the lands of this proposed district it is necessary

that the improvements herein proposed be provided for the protection of public health, safety and general welfare.

7. The County Clerk shall cause this Ordinance to be published by title, together with a separate statement to the effect that typewritten copies of the Ordinance are available for inspection at the office of the County Clerk by all interested persons, together with the names of the County Commissioners voting for or against its passage, in The Record-Courier, a newspaper of general circulation printed and published in the County of Douglas, and being the newspaper which is most likely to give notice to persons interested herein, at least once a week for a period of two weeks before this Ordinance shall become effective.

8. Forthwith upon the effective date of this ordinance and within thirty (30) days thereafter, the County Clerk shall file a copy of this Ordinance in his office and shall cause to be filed an additional copy of it in the office of the Secretary of State.

Proposed on the 6th day of June, 1966.

Proposed by Commissioner Dressler.

Passed the 6th day of June, 1966.

Vote:

AYES, Commissioners: Pruett, Dressler, ~~Settelmeyer~~

NOES, Commissioners: None

ABSENT, Commissioners: ~~None~~ Settelmeyer

Robert L. Pruett
Chairman of the Board

Attested:

Earnhart W. Shea
County Clerk

This Ordinance shall be in force and effect from and after the 23rd day of June, 1966.

WJML:ACH:do 3/28/66 100 c

SHERIDAN ACRES GENERAL IMPROVEMENT DISTRICT

All that certain real property situate, lying and being in the County of Douglas, State of Nevada, described as follows:

BEING a portion of the Sections 14 and 15, Township 12 North, Range 19 East, M.D.B.& M., more particularly described as follows:

COMMENCING at the North Quarter corner of said Section 14, thence South 0° 19' 01" East a distance of 20.00 feet to a point in the Southerly line of Centerville Lane, a County Road; thence South 89° 52' West along the Southerly line of Centerville Lane a distance of 3438.71 feet to the intersection thereof with the Easterly line of Old Foothill Road, the true point of beginning; thence from the true point of beginning, South 25° 59' 35" East a distance of 1739.48 feet; thence leaving the Easterly line of Old Foothill Road South 64° 00' 25" West a distance of 440.00 feet; thence North 25° 59' 35" West a distance of 20.00 feet; thence South 64° 00' 25" West a distance of 519.73 feet to a point in the Easterly right-of-way line of Nevada State Highway (Foothill Road) as conveyed to the State of Nevada by Document recorded September 19, 1950, in Book Z of Deeds at page 269, Douglas County Records; thence along said Easterly right-of-way line along a curve to the right, having a radius of 4,960.00 feet through a central angle of 4° 32' 57" for an arc distance of 393.83 feet; thence continuing along said Easterly right-of-way line North 19° 02' 58" West a distance of 1690.08 feet to the intersection thereof with the Southerly right-of-way line of Centerville Lane; thence North 89° 52' 00" East along the Southerly line of Centerville Lane a distance of 803.85 feet to the true point of beginning, containing 35 acres, more or less.

EXHIBIT A

Summary - An Ordinance Creating the
Sheridan Acres General Improvement District

BILL NO. 153

ORDINANCE NO 153
(of Douglas County, Nevada)

AN ORDINANCE CREATING THE SHERIDAN ACRES GENERAL IMPROVEMENT DISTRICT PROPOSED FOR PAVING, CURBS, GUTTERS, SIDEWALKS, STORM DRAINAGE, SANITARY SEWER IMPROVEMENTS, WATER IMPROVEMENTS, STREET LIGHTING, GARBAGE AND REFUSE COLLECTION AND DISPOSAL, AND PUBLIC RECREATION; AND DECLARING AN EMERGENCY

WHEREAS, on the 5th day of May, 1966, this Board adopted an Ordinance numbered 154, entitled "An Ordinance Initiating Proceedings for the Organization of the Sheridan Acres General Improvement District Proposed for Paving, Curbs, Gutters, Sidewalks, Storm Drainage, Sanitary Sewer Improvements, Water Improvements, Street Lighting, Garbage and Refuse Collection and Disposal and Public Recreation; Providing for Publication and Notice of Hearing and Hearing on the Creation of the District and Declaring an Emergency", wherein it did provide for the publication of notice of hearing on the creation of the District and declaring an emergency;

WHEREAS, as appears from the affidavit of publication on file in the office of the County Clerk, a copy of said Ordinance was published by title, together with a separate statement to the effect that typewritten copies of the Ordinance were available for inspection at the office of the County Clerk by all interested persons, together with the names of the County Commissioners voting for or against its passage, in The Record-Courier, a newspaper of general circulation printed and published in the County of Douglas, and being the newspaper which was most likely to give notice to persons interested therein, at least once a week for a period of two weeks before said Ordinance became effective;

WHEREAS, as appears from the affidavit of publication on file in the office of the County Clerk, said Clerk gave notice by publication

of the intention of this Board to establish such District, which notice set forth the name, statement of purposes, general description of its boundaries, and the time and place of hearing, in The Record-Courier, a newspaper of general circulation in the District, and being the newspaper most likely to give notice to interested persons in said matter, once a week for three consecutive weeks, the first of which was at least fifteen days prior to the day of hearing;

WHEREAS, as appears from the affidavit of mailing on file in the office of the County Clerk, full, true and correct copies of the notice of intention to establish said District were mailed by first class mail in sealed envelopes, postage prepaid, by depositing them in the United States Post Office to each of the taxpaying electors within said proposed district as their names and addresses appear on the last equalized tax roll for the County of Douglas, and to all persons interested in any property within the District, and to all other persons interested therein as known to said affiant;

WHEREAS, at or before the time fixed in the initiating Ordinance and Notice, written protests were not filed with the County Clerk, signed by 51% or more of the taxpaying electors within said proposed District, and the percentage of said taxpaying electors who so filed written protests against the formation of the District was 0 %;

WHEREAS, said matter came on regularly for hearing before this Board at the hour of 2:00 o'clock P.M. on the 6th day of June, 1966, in the Chambers of this Board in the County Court House, Minden, Nevada, being the time and place fixed for hearing;

WHEREAS, all persons interested who appeared were given an opportunity to and were fully heard, and all written communications were fully considered, and competent proof was presented that the boundaries of said proposed District are correct and close, that all of the lands within said District will be benefited by being formed into said District and that said proposed boundaries contain all of

the lands that at this time will be benefited by being formed into said District;

WHEREAS, due to the necessity of immediately providing for the exercise of the powers of the general improvement district, the Board has determined, and does hereby declare, that an emergency exists requiring this ordinance to take effect from and after its passage and publication by title in accordance with law; and

WHEREAS, it will not be necessary to make any changes in said proceedings in order for them to be equitable;

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, IN THE STATE OF NEVADA, DOES ORDAIN:

1. The Sheridan Acres General Improvement District is hereby created and established.

2. The general description of the boundaries of the District are described in Exhibit "A" hereto attached and by reference made a part hereof.

3. The general purposes for which the district is formed are the acquisition, construction, reconstruction, improvement, extension, betterment, operation, maintenance and repair of the following public improvements:

(a) Grading, pavement, curbs, gutters and sidewalks in streets and alleys within the district, including, without limiting the generality thereof, drains, catch basins, valley gutters, driveway inlets, street and alley improvements necessary and incidental thereto, and removal of existing improvements.

(b) Storm sewer and other drainage facilities and improvements necessary and incidental thereto within the district, including without limiting the generality of the foregoing, pipes, catch basins, drains and necessary inlets and outlets.

(c) A sanitary sewerage system or any part thereof, including, without limiting the generality of the foregoing, mains, laterals, wyes, tees, meters and collection, treatment and disposal plants, and the sale of any product or by-product thereof and acquisition of the appropriate outlets within or without the district and extension of the sewerlines of the district thereto.

(d) A works, system or facilities for the supply, storage and distribution of water for private and public purposes.

(e) A works, system or facilities for lighting public streets, ways and places, or contract for providing such facilities and the electrical current necessary therefor, or such current, with any public utility serving the district, at uniform rates and charges established for the utility operator.

(f) Equipment for the collection of garbage and refuse, or contract for the collection and disposal of garbage and refuse from within the district.

(g) Lands, works, system and facilities for public recreation.

4. The following five taxpaying electors of the District are appointed to serve as the first Board of Trustees of said District, for the following terms, to wit: Duane Newton and C-J. Bledsoe who shall serve until, at the first biennial election following the formation of the District, there shall have been elected by the taxpaying electors of the District two members of said Board; and J. P. Swift, and Emily P Bledsoe + Jane D. Swift. who shall serve until, at the second biennial election after the formation of the District, there shall have been elected by said taxpaying electors three members of the Board.

5. The members of the Board of Trustees shall qualify by filing with the County Clerk oaths of office and corporate surety bonds, at the expense of the District, the bonds to be in the amount of $10,000 each, in standard corporate official bond form which is hereby approved, conditioned for the faithful performance of their duties as Trustees.

6. That the Board of County Commissioners has expressed in the preamble to this ordinance the existence of an emergency, and does hereby find and declare that an emergency does exist and consequently, final action shall be taken immediately and this ordinance shall be in effect from and after its publication as hereinafter provided.

The facts constituting such urgency are as follows:

There is a substantial shortage of improved lands within the area to meet the demands of the growing influx of people therein. In the improvement of the lands of this proposed district it is necessary

that the improvements herein proposed be provided for the protection of public health, safety and general welfare.

7. The County Clerk shall cause this Ordinance to be published by title, together with a separate statement to the effect that typewritten copies of the Ordinance are available for inspection at the office of the County Clerk by all interested persons, together with the names of the County Commissioners voting for or against its passage, in The Record-Courier, a newspaper of general circulation printed and published in the County of Douglas, and being the newspaper which is most likely to give notice to persons interested herein, at least once a week for a period of two weeks before this Ordinance shall become effective.

8. Forthwith upon the effective date of this ordinance and within thirty (30) days thereafter, the County Clerk shall file a copy of this Ordinance in his office and shall cause to be filed an additional copy of it in the office of the Secretary of State.

Proposed on the 6th day of June, 1966.

Proposed by Commissioner H. R. Dressler

Passed the 6th day of June, 1966.

Vote:

AYES, Commissioners: Pruett, Dressler, Settelmeyer

NOES, Commissioners: None

ABSENT, Commissioners: None

Chairman of the Board

Attested:

Elizabeth W. Shaw

County Clerk

This Ordinance shall be in force and effect from and after the 16th day of June, 1966.

An Ordinance Creating the
LAKERIDGE
General Improvement District

BILL NO. 143

ORDINANCE NO. 143

(of Douglas County, Nevada)

AN ORDINANCE CREATING

LAKERIDGE

GENERAL IMPROVEMENT DISTRICT PROPOSED FOR PAVING, CURBS, GUTTERS, SIDEWALKS, STORM DRAINAGE, SANITARY SEWER IMPROVEMENTS, WATER IMPROVEMENTS, STREET LIGHTING, AND GARBAGE AND REFUSE COLLECTION AND DISPOSAL; AND DECLARING AN EMERGENCY

WHEREAS, on the 14th day of September, 1964, this Board adopted an Ordinance numbered 143 entitled "An Ordinance initiating proceedings for the Organization of the LAKERIDGE General Improvement District proposed for Paving, Curbs, Gutters, Sidewalks, Storm Drainage, Sanitary Sewer Improvements, Water Improvements, Street Lighting, and Garbage and Refuse Collection and Disposal; Providing for Publication and Notice of Hearing and Hearing on the Creation of the District and Declaring an Emergency", wherein it did provide for the publication of notice of hearing on the creation of the District and declaring an emergency;

WHEREAS, as appears from the affidavit of publication on file in the office of the County Clerk, a copy of said Ordinance was published by title, together with a separate statement to the effect that typewritten copies of the Ordinance were available for inspection at the office of the County Clerk by all interested persons, together with the names of the County Commissioners voting for or against its passage, in The Record Courier, a newspaper of general circulation printed and published in the County of Douglas, and being the newspaper which was most likely to give notice to persons interested therein, at least once a week for a period of two weeks before said Ordinance became effective;

WHEREAS, as appears from the affidavit of publication on file in the office of the County Clerk, said Clerk gave notice by publication of the intention of this Board to establish such district, which notice set forth the name, statement of purposes, general description of its boundaries, and the time and place of hearing, in The Record Courier, a newspaper of general circulation in the District, and being the newspaper most likely to give notice to interested persons in said matter, once a week for three consecutive weeks, the first of which was at least fifteen days prior to the day of hearing;

WHEREAS, on the 31st day of August, 1964, as appears from the affidavit of mailing on file in the office of the County Clerk, full, true and correct copies of the notice of intention to establish said District were mailed by first class mail in sealed envelopes, postage prepaid, by depositing them in the United States Post Office to each of the taxpaying electors within said proposed district as their names and addresses appear on the last equalized tax roll for the County of Douglas, and to all persons interested in any property within the District, and to all other persons interested therein as known to said affiant;

WHEREAS,at or before the time fixed in the initiating Ordinance and Notice, written protests were not filed with the County Clerk, signed by 51% or more of the taxpaying electors within said proposed District, and the percentage of said taxpaying electors who so filed written protests against the formation of the District was 0 %;

WHEREAS, said matter came on regularly for hearing before this Board at the hour of 1:00 o'clock P. M. on the 14th day of September, 1964 in the Chambers of this Board in the County Court House, Minden, Nevada, being the time and place fixed for hearing;

WHEREAS, all persons interested who appeared were given an opportunity to and were fully heard, and all written communications were fully considered, and competent proof was presented that the boundaries of said proposed District are correct and close, that all of the lands within said District will be benefited by being formed

into said District, and that said proposed boundaries contain all of the lands that at this time will be benefited by being formed into said District;

WHEREAS, due to the necessity of immediately providing for the exercise of the powers of the general improvement district, the Board has determined, and does hereby declare, that an emergency exists requiring this ordinance to take effect from and after its passage and publication by title in accordance with law; and

WHEREAS, it will not be necessary to make any changes in said proceedings in order for them to be equitable;

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUBLAS, IN THE STATE OF NEVADA, DOES ORDAIN:

1. The LAKERIDGE General Improvement District is hereby created and established.

2. The general description of the District and the territory to be included therein is described as follows:

AS SHOWN ON THE FOLLOWING PLATS FILED WITH THE DOUGLAS COUNTY NEVADA RECORDER:

LAKERIDGE ESTATES 1 FILED FEBRUARY 23, 1959

LAKERIDGE ESTATES 2 FILED JUNE 13, 1957

NORTH LAKERIDGE FILED AUGUST 29, 1960.

3. The general purposes for which the district is formed, are:

(a) To grade and regrade and to surface and to resurface streets, alleys and public highways, and parts thereof, within the district, with suitable material, and to acquire street and alley improvemts necessary and

incidental thereto.

(b) To improve streets within the district by grading and regrading and by the construction and reconstruction of curb, gutter and combined curb and gutter, in combination with sidewalks or otherwise, and to acquire improvements necessary and incidental to the foregoing improvements, including, without limiting the generality thereof, drains, catch basins, valley gutters, driveway inlets and the removal of existing improvements.

(c) To construct, reconstruct, replace or extend sidewalks, adjacent to or in combination with curb and gutter or otherwise, within the district, and to acquire improvements necessary and incidental thereto.

(d) To construct, reconstruct, replace or extend storm sewer and other drainage facilities and improvements necessary and incidental thereto within the district, including, without limiting the generality of the foregoing, the laying of pipes and the erection of catch basins, drains, and necessary inlets and outlets.

(e) To construct, reconstruct, improve, extend or better the sanitary sewer system or any part thereof, including, without limiting the generality of the foregoing, mains, laterals, wyes, tees, meters and collection, treatment and disposal plants.

(f) To sell any product or by-product thereof and acquire the appropriate outlets within or without the district and to extend the sewer lines of the district thereto.

(g) To acquire, construct, reconstruct, improve, extend or better a works, system or facilities for the supply, storage and distribution of water for private and public purposes.

(h) To acquire, construct, reconstruct, improve, extend or better a works, system or facilities for lighting public streets, ways and places, or contract for providing such facilities and the electrical current necessary therefor, or such current, with any public utility serving the district, at uniform rates and charges established for the utility operator.

(i) To acquire, by purchase or lease, sites for the disposal of garbage and refuse, and to own and operate equipment for the collection and disposal of, and collect and dispose of, garbage and refuse, or to contract for the collection and disposal of garbage and refuse from within the district.

(j) To operate, maintain and repair the improvements acquired by the district.

4. The following five taxpaying electors of the District are appointed to serve as the first Board of Trustees of said District, for the following terms, to wit:

Gordon Hewson and Daniel Copenhaver, who shall serve until, at the first biennial election following the formation of the District, there shall have been elected by the taxpaying electors of the District two members of said Board; and John Martino, Gene Empey, and Paul Diggle, who shall serve until, at the second biennial election after the formation of the District, there shall have been elected by said taxpaying electors three members of the Board.

5. The members of the Board of Trustees shall quality by filing with the County Clerk oaths of office and corporate surety bonds, at the expense of the District, the bonds to be in the amount of $1,000 each, in standard corporate official bond form which is hereby approved, conditioned for the faithful performance of the duties as Trustees.

6. That the Board of County Commissioners has expressed in the preamble to this ordinance the existence of an emergency, and does hereby find and declare that an emergency does exist and consequently, final action shall be taken immediately and this ordinance shall be in effect from and after its publication as hereinafter provided.

The facts constituting such urgency are as follows:

There is a substantial shortage of improved lands within the area to meet the demands of the growing influx of people therein. In the improvement of lands of this proposed district it is necessary that the improvements herein proposed be provided for the protection of public Health, safety and general welfare.

7. The County Clerk shall cause this Ordinance to be published by title, together with a separate statement to the effect that typewritten copies of the Ordinance are available for inspection at the office of the County Clerk by all interested persons, together with the names of the County Commissioners voting for or against its passage, in The Record Courier, a newspaper of general circulation printed and published in the county of Douglas, and being the newspaper which is most likely to give notice to persons interested herein, at least once a week for a period of two weeks before this Ordinance shall become effective.

8. Forthwith upon the effective date of this Ordinance and within thirty (30) days thereafter, the County Clerk shall file a copy of this Ordinance in his office and shall cause to be filed an additional copy of it in the Office of the Secretary of State.

Proposed on the 14th day of September, 1964

Proposed by Commissioner Pruett

Passed the 14th day of September, 1964

Vote:

AYES: Commissioners: Settelmeyer, Dressler, Pruett

NOES: Commissioners: None

ABSENT: Commissioners: None

_____
Chairman of the Board.

Attested:

_____
County Clerk

This ordinance shall be in force and effect from and after the 24th day of September, 1964

An Ordinance Creating the
ZEPHYR KNOLLS
General Improvement District

BILL NO. 142

ORDINANCE NO. 142

(of Douglas County, Nevada)

AN ORDINANCE CREATING

ZEPHYR KNOLLS

GENERAL IMPROVEMENT DISTRICT PROPOSED FOR PAVING, CURBS, GUTTERS, SIDEWALKS, STORM DRAINAGE, SANITARY SEWER IMPROVEMENTS, WATER IMPROVEMENTS, STREET LIGHTING, AND GARBAGE AND REFUSE COLLECTION AND DISPOSAL; AND DECLARING AN EMERGENCY

WHEREAS, on the 14th day of September, 1964, this Board adopted an Ordinance numbered 142 entitled "An Ordinance initiating proceedings for the Organization of the ZEPHYR KNOLLS General Improvement District proposed for Paving, Curbs, Gutters, Sidewalks, Storm Drainage, Sanitary Sewer Improvements, Water Improvements, Street Lighting, and Garbage and Refuse Collection and Disposal; Providing for Publication and Notice of Hearing and Hearing on the Creation of the District and Declaring an Emergency", wherein it did provide for the publication of notice of hearing on the creation of the District and declaring an emergency;

WHEREAS, as appears from the affidavit of publication on file in the office of the County Clerk, a copy of said Ordinance was published by title, together with a separate statement to the effect that typewritten copies of the Ordinance were available for inspection at the office of the County Clerk by all interested persons, together with the names of the County Commissioners voting for or against its passage, in The Record Courier, a newspaper of general circulation printed and published in the County of Douglas, and being the newspaper which was most likely to give notice to persons interested therein, at least once a week for a period of two weeks before said Ordinance became effective;

WHEREAS, as appears from the affidavit of publication on file in the office of the County Clerk, said Clerk gave notice by publication of the intention of this Board to establish such district, which notice set forth the name, statement of purposes, general description of its boundaries, and the time and place of hearing, in The Record Courier, a newspaper of general circulation in the District, and being the newspaper most likely to give notice to interested persons in said matter, once a week for three consecutive weeks, the first of which was at least fifteen days prior to the day of hearing;

WHEREAS, on the 31st day of August, 1964, as appears from the affidavit of mailing on file in the office of the County Clerk, full, true and correct copies of the notice of intention to establish said District were mailed by first class mail in sealed envelopes, postage prepaid, by depositing them in the United States Post Office to each of the taxpaying electors within said proposed district as their names and addresses appear on the last equalized tax roll for the County of Douglas, and to all persons interested in any property within the District, and to all other persons interested therein as known to said affiant;

WHEREAS,at or before the time fixed in the initiating Ordinance and Notice, written protests were not filed with the County Clerk, signed by 51% or more of the taxpaying electors within said proposed District, and the percentage of said taxpaying electors who so filed written protests against the formation of the District was 0 %;

WHEREAS, said matter came on regularly for hearing before this Board at the hour of 1:00 o'clock P. M. on the 14th day of September, 1964 in the Chambers of this Board in the County Court House, Minden, Nevada, being the time and place fixed for hearing;

WHEREAS, all persons interested who appeared were given an opportunity to and were fully heard, and all written communications were fully considered, and competent proof was presented that the boundaries of said proposed District are correct and close, that all of the lands within said District will be benefited by being formed

into said District, and that said proposed boundaries contain all of the lands that at this time will be benefited by being formed into said District;

WHEREAS, due to the necessity of immediately providing for the exercise of the powers of the general improvement district, the Board has determined, and does hereby declare, that an emergency exists requiring this ordinance to take effect from and after its passage and publication by title in accordance with law; and

WHEREAS, it will not be necessary to make any changes in said proceedings in order for them to be equitable;

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUBLAS, IN THE STATE OF NEVADA, DOES ORDAIN:

1. The ZEPHYR KNOLLS General Improvement District is hereby created and established.

2. The general description of the District and the territory to be included therein is described as follows:

AS SHOWN ON PLATS FILED WITH THE DOUGLAS COUNTY RECORDER AS FOLLOWS:

ZEPHYR KNOLLS 2 FILED JULY 5, 1957

ZEPHYR KNOLLS 3 FILED JULY 10, 1957

ZEPHYR KNOLLS 4 FILED OCTOBER 14, 1957 EXCEPT LOTS 81, 82, 91, 92, & 93 WHICH FIVE LOTS ARE EXCLUDED.

3. The general purposes for which the district is formed, are:

(a) To grade and regrade and to surface and to resurface streets, alleys and public highways, and parts thereof, within the district, with suitable material, and to acquire street and alley improvemts necessary and

incidental thereto.

(b) To improve streets within the district by grading and regrading and by the construction and reconstruction of curb, gutter and combined curb and gutter, in combination with sidewalks or otherwise, and to acquire improvements necessary and incidental to the foregoing improvements, including, without limiting the generality thereof, drains, catch basins, valley gutters, driveway inlets and the removal of existing improvements.

(c) To construct, reconstruct, replace or extend sidewalks, adjacent to or in combination with curb and gutter or otherwise, within the district, and to acquire improvements necessary and incidental thereto.

(d) To construct, reconstruct, replace or extend storm sewer and other drainage facilities and improvements necessary and incidental thereto within the district, including, without limiting the generality of the foregoing, the laying of pipes and the erection of catch basins, drains, and necessary inlets and outlets.

(e) To construct, reconstruct, improve, extend or better the sanitary sewer system or any part thereof, including, without limiting the generality of the foregoing, mains, laterals, wyes, tees, meters and collection, treatment and disposal plants.

(f) To sell any product or by-product thereof and acquire the appropriate outlets within or without the district and to extend the sewer lines of the district thereto.

(g) To acquire, construct, reconstruct, improve, extend or better a works, system or facilities for the supply, storage and distribution of water for private and public purposes.

(h) To acquire, construct, reconstruct, improve, extend or better a works, system or facilities for lighting public streets, ways and places, or contract for providing such facilities and the electrical current necessary therefor, or such current, with any public utility serving the district, at uniform rates and charges established for the utility operator.

(i) To acquire, by purchase or lease, sites for the disposal of garbage and refuse, and to own and operate equipment for the collection and disposal of, and collect and dispose of, garbage and refuse, or to contract for the collection and disposal of garbage and refuse from within the district.

(j) To operate, maintain and repair the improvements acquired by the district.

4. The following five taxpaying electors of the District are appointed to serve as the first Board of Trustees of said District, for the following terms, to wit:

Rene Cazenave and Tom McMurray, who shall serve until, at the first biennial election following the formation of the District, there shall have been elected by the taxpaying electors of the District two members of said Board; and Paul Diggle, Laura Cazenave, and Beverly Diggle, who shall serve until, at the second biennial election after the formation of the District, there shall have been elected by said taxpaying electors three members of the Board.

5. The members of the Board of Trustees shall quality by filing with the County Clerk oaths of office and corporate surety bonds, at the expense of the District, the bonds to be in the amount of $1,000 each, in standard corporate official bond form which is hereby approved, conditioned for the faithful performance of the duties as Trustees.

6. That the Board of County Commissioners has expressed in the preamble to this ordinance the existence of an emergency, and does hereby find and declare that an emergency does exist and consequently, final action shall be taken immediately and this ordinance shall be in effect from and after its publication as hereinafter provided.

The facts constituting such urgency are as follows:

There is a substantial shortage of improved lands within the area to meet the demands of the growing influx of people therein. In the improvement of lands of this proposed district it is necessary that the improvements herein proposed be provided for the protection of public Health, safety and general welfare.

7. The County Clerk shall cause this Ordinance to be published by title, together with a separate statement to the effect that typewritten copies of the Ordinance are available for inspection at the office of the County Clerk by all interested persons, together with the names of the County Commissioners voting for or against its passage, in The Record Courier, a newspaper of general circulation printed and published in the county of Douglas, and being the newspaper which is most likely to give notice to persons interested herein, at least once a week for a period of two weeks before this Ordinance shall become effective.

8. Forthwith upon the effective date of this Ordinance and within thirty (30) days thereafter, the County Clerk shall file a copy of this Ordinance in his office and shall cause to be filed an additional copy of it in the Office of the Secretary of State.

Proposed on the 14th day of September, 1964

Proposed by Commissioner Pruett

Passed the 14th day of September, 1964

Vote:

AYES: Commissioners: Settelmeyer, Dressler, Pruett

NOES: Commissioners: None

ABSENT: Commissioners: None

Chairman of the Board.

Attested:

County Clerk

This ordinance shall be in force and effect from and after the 24th day of September, 1964

An Ordinance Creating the
ZEPHYR COVE
General Improvement District

BILL NO. 141

ORDINANCE NO. 141

(of Douglas County, Nevada)

AN ORDINANCE CREATING

ZEPHYR COVE

GENERAL IMPROVEMENT DISTRICT PROPOSED FOR PAVING, CURBS, GUTTERS, SIDEWALKS, STORM DRAINAGE, SANITARY SEWER IMPROVEMENTS, WATER IMPROVEMENTS, STREET LIGHTING, AND GARBAGE AND REFUSE COLLECTION AND DISPOSAL; AND DECLARING AN EMERGENCY

WHEREAS, on the 14th day of September, 1964, this Board adopted an Ordinance numbered 141 entitled "An Ordinance initiating proceedings for the Organization of the ZEPHYR COVE General Improvement District proposed for Paving, Curbs, Gutters, Sidewalks, Storm Drainage, Sanitary Sewer Improvements, Water Improvements, Street Lighting, and Garbage and Refuse Collection and Disposal; Providing for Publication and Notice of Hearing and Hearing on the Creation of the District and Declaring an Emergency", wherein it did provide for the publication of notice of hearing on the creation of the District and declaring an emergency;

WHEREAS, as appears from the affidavit of publication on file in the office of the County Clerk, a copy of said Ordinance was published by title, together with a separate statement to the effect that typewritten copies of the Ordinance were available for inspection at the office of the County Clerk by all interested persons, together with the names of the County Commissioners voting for or against its passage, in The Record Courier, a newspaper of general circulation printed and published in the County of Douglas, and being the newspaper which was most likely to give notice to persons interested therein, at least once a week for a period of two weeks before said Ordinance became effective;

WHEREAS, as appears from the affidavit of publication on file in the office of the County Clerk, said Clerk gave notice by publication of the intention of this Board to establish such district, which notice set forth the name, statement of purposes, general description of its boundaries, and the time and place of hearing, in The Record Courier, a newspaper of general circulation in the District, and being the newspaper most likely to give notice to interested persons in said matter, once a week for three consecutive weeks, the first of which was at least fifteen days prior to the day of hearing;

WHEREAS, on the 31st day of August, 1964, as appears from the affidavit of mailing on file in the office of the County Clerk, full, true and correct copies of the notice of intention to establish said District were mailed by first class mail in sealed envelopes, postage prepaid, by depositing them in the United States Post Office to each of the taxpaying electors within said proposed district as their names and addresses appear on the last equalized tax roll for the County of Douglas, and to all persons interested in any property within the District, and to all other persons interested therein as known to said affiant;

WHEREAS,at or before the time fixed in the initiating Ordinance and Notice, written protests were not filed with the County Clerk, signed by 51% or more of the taxpaying electors within said proposed District, and the percentage of said taxpaying electors who so filed written protests against the formation of the District was 0 %;

WHEREAS, said matter came on regularly for hearing before this Board at the hour of 1:00 o'clock P. M. on the 14th day of September, 1964 in the Chambers of this Board in the County Court House, Minden, Nevada, being the time and place fixed for hearing;

WHEREAS, all persons interested who appeared were given an opportunity to and were fully heard, and all written communications were fully considered, and competent proof was presented that the boundaries of said proposed District are correct and close, that all of the lands within said District will be benefited by being formed

into said District, and that said proposed boundaries contain all of the lands that at this time will be benefited by being formed into said District;

WHEREAS, due to the necessity of immediately providing for the exercise of the powers of the general improvement district, the Board has determined, and does hereby declare, that an emergency exists requiring this ordinance to take effect from and after its passage and publication by title in accordance with law; and

WHEREAS, it will not be necessary to make any changes in said proceedings in order for them to be equitable;

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUBLAS, IN THE STATE OF NEVADA, DOES ORDAIN:

1. The ZEPHYR COVE General Improvement District is hereby created and established.

2. The general description of the District and the territory to be included therein is described as follows:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BEING THAT PORTION OF LOT 3 AND THE E 1/2 OF THE SW 1/4 OF SECTION 1o, AND THAT PORTION OF LOT 1 OF SECTION 9, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

BOUNDED ON THE NORTH BY THE WATER LINE OF LAKE TAHOE AND THE EAST WEST CENTER LINE OF SAID SECTION 10; ON THE EAST AND SOUTH BY THE NORTHWESTERLY AND NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 50; ON THE WEST BY A LINE DRAWN PARALLEL TO AND 93.1 FEET WEST FROM THE EAST LINE OF SAID LOT 1 IN SECTION 9.

3. The general purposes for which the district is formed, are:

(a) To grade and regrade and to surface and to resurface streets, alleys and public highways, and parts thereof, within the district, with suitable material, and to acquire street and alley improvemts necessary and

incidental thereto.

(b) To improve streets within the district by grading and regrading and by the construction and reconstruction of curb, gutter and combined curb and gutter, in combination with sidewalks or otherwise, and to acquire improvements necessary and incidental to the foregoing improvements, including, without limiting the generality thereof, drains, catch basins, valley gutters, driveway inlets and the removal of existing improvements.

(c) To construct, reconstruct, replace or extend sidewalks, adjacent to or in combination with curb and gutter or otherwise, within the district, and to acquire improvements necessary and incidental thereto.

(d) To construct, reconstruct, replace or extend storm sewer and other drainage facilities and improvements necessary and incidental thereto within the district, including, without limiting the generality of the foregoing, the laying of pipes and the erection of catch basins, drains, and necessary inlets and outlets.

(e) To construct, reconstruct, improve, extend or better the sanitary sewer system or any part thereof, including, without limiting the generality of the foregoing, mains, laterals, wyes, tees, meters and collection, treatment and disposal plants.

(f) To sell any product or by-product thereof and acquire the appropriate outlets within or without the district and to extend the sewer lines of the district thereto.

(g) To acquire, construct, reconstruct, improve, extend or better a works, system or facilities for the supply, storage and distribution of water for private and public purposes.

(h) To acquire, construct, reconstruct, improve, extend or better a works, system or facilities for lighting public streets, ways and places, or contract for providing such facilities and the electrical current necessary therefor, or such current, with any public utility serving the district, at uniform rates and charges established for the utility operator.

(i) To acquire, by purchase or lease, sites for the disposal of garbage and refuse, and to own and operate equipment for the collection and disposal of, and collect and dispose of, garbage and refuse, or to contract for the collection and disposal of garbage and refuse from within the district.

(j) To operate, maintain and repair the improvements acquired by the district.

4. The following five taxpaying electors of the District are appointed to serve as the first Board of Trustees of said District, for the following terms, to wit:

George Magee and Jay Gilmore, who shall serve until, at the first biennial election following the formation of the District, there shall have been elected by the taxpaying electors of the District two members of said Board; and Paul Diggle, Mary Magee, and Therese Gilmore, who shall serve until, at the second biennial election after the formation of the District, there shall have been elected by said taxpaying electors three members of the Board.

5. The members of the Board of Trustees shall quality by filing with the County Clerk oaths of office and corporate surety bonds, at the expense of the District, the bonds to be in the amount of $1,000 each, in standard corporate official bond form which is hereby approved, conditioned for the faithful performance of the duties as Trustees.

6. That the Board of County Commissioners has expressed in the preamble to this ordinance the existence of an emergency, and does hereby find and declare that an emergency does exist and consequently, final action shall be taken immediately and this ordinance shall be in effect from and after its publication as hereinafter provided.

The facts constituting such urgency are as follows:

There is a substantial shortage of improved lands within the area to meet the demands of the growing influx of people therein. In the improvement of lands of this proposed district it is necessary that the improvements herein proposed be provided for the protection of public Health, safety and general welfare.

7. The County Clerk shall cause this Ordinance to be published by title, together with a separate statement to the effect that typewritten copies of the Ordinance are available for inspection at the office of the County Clerk by all interested persons, together with the names of the County Commissioners voting for or against its passage, in The Record Courier, a newspaper of general circulation printed and published in the county of Douglas, and being the newspaper which is most likely to give notice to persons interested herein, at least once a week for a period of two weeks before this Ordinance shall become effective.

8. Forthwith upon the effective date of this Ordinance and within thirty (30) days thereafter, the County Clerk shall file a copy of this Ordinance in his office and shall cause to be filed an additional copy of it in the Office of the Secretary of State.

Proposed on the 14th day of September, 1964

Proposed by Commissioner Pruett

Passed the 14th day of September, 1964

Vote:

AYES: Commissioners: Settelmeyer, Dressler, Pruett

NOES: Commissioners: None

ABSENT: Commissioners: None

Chairman of the Board.

Attested:

County Clerk

This ordinance shall be in force and effect from and after the 24th day of September, 1964

Summary - An Ordinance Creating the Skyland General Improvement District

~~BILL NO. 135~~
ORDINANCE NO. 135
(of Douglas County, Nevada)

AN ORDINANCE CREATING THE SKYLAND GENERAL IMPROVE- DISTRICT PROPOSED FOR PAVING, CURBS, GUTTERS, SIDE- WALKS, STORM DRAINAGE, SANITARY SEWER IMPROVEMENTS, WATER IMPROVEMENTS, STREET LIGHTING, AND GARBAGE AND REFUSE COLLECTION AND DISPOSAL; AND DECLARING AN EMERGENCY

WHEREAS, on the 6th day of April, 1964, this Board adopted an Ordinance numbered 133 entitled "An Ordinance Initiating Proceedings for the Organization of the Skyland General Improvement District Proposed for Paving, Curbs, Gutters, Sidewalks, Storm Drainage, Sanitary Sewer Improvements, Water Improvements, Street Lighting, and Garbage and Refuse Collection and Disposal; Providing for Publication and Notice of Hearing and Hearing on the Creation of the District and Declaring an Emergency", wherein it did provide for the publication of notice of hearing on the creation of the District and declaring an emergency;

WHEREAS, as appears from the affidavit of publication on file in the office of the County Clerk, a copy of said Ordinance was published by title, together with a separate statement to the effect that typewritten copies of the Ordinance were available for inspection at the office of the County Clerk by all interested persons, together with the names of the County Commissioners voting for or against its passage, in The Record Courier, a newspaper of general circulation, printed and published in the County of Douglas, and being the newspaper which was most likely to give notice to persons interested therein, at least once a week for a period of two weeks before said Ordinance became effective;

WHEREAS, as appears from the affidavit of publication

on file in the office of the County Clerk, said Clerk gave notice by publication of the intention of this Board to establish such District, which notice set forth the name, statement of purposes, general description of its boundaries, and the time and place of hearing, in The Record Courier, a newspaper of general circulation in the District, and being the newspaper most likely to give notice to interested persons in said matter, once a week for three consecutive weeks, the first of which was at least fifteen days prior to the day of hearing;

WHEREAS, on the 4th day of May, 1964, as appears from the affidavit of mailing on file in the office of the County Clerk, full, true and correct copies of the notice of intention to establish said District were mailed by first class mail in sealed envelopes, postage prepaid, by depositing them in the United States Post Office to each of the taxpaying electors within said proposed district as their names and addresses appear on the last equalized tax roll for the County of Douglas, and to all persons interested in any property within the District, and to all other persons interested therein as known to said affiant;

WHEREAS, at or before the time fixed in the initiating Ordinance and Notice, written protests were not filed with the County Clerk, signed by 51% or more of the taxpaying electors within said proposed District, and the percentage of said tax= paying electors who so filed written protests against the formation of the District was 0 %;

WHEREAS, said matter came on regularly for hearing before this Board at the hour of 10:00 o'clock A.M. on the 8th day of May, 1964, in the Chambers of this Board in the County Court House, Minden, Nevada, being the time and place fixed for hearing;

WHEREAS, all persons interested who appeared were given an opportunity to and were fully heard, and all written communi-

cations were fully considered, and competent proof was presented that the boundaries of said proposed District are correct and close, that all of the lands within said District will be benefited by being formed into said District, and that said proposed boundaries contain all of the lands that at this time will be benefited by being formed into said District;

WHEREAS, due to the necessity of immediately providing for the exercise of the powers of the general improvement district, the Board has determined, and does hereby declare, that an emergency exists requiring this ordinance to take effect from and after its passage and publication by title in accordance with law; and

WHEREAS, it will not be necessary to make any changes in said proceedings in order for them to be equitable;

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, IN THE STATE OF NEVADA, DOES ORDAIN:

1. The Skyland General Improvement District is hereby created and established.

2. The general description of the District and the territory to be included therein is described as follows:

Skyland Subdivision No. 1, Skyland Subdivision No. 2 and Skyland Subdivision No. 3.

3. The general purposes for which the district is formed, are:

(a) To grade and regrade and to surface and to resurface streets, alleys and public highways, and parts thereof, within the district, with suitable material, and to acquire street and alley improvements necessary and incidental thereto.

(b) To improve streets within the district by grading and regrading and by the construction and reconstruction of curb, gutter and combined curb and gutter, in combination with sidewalks or otherwise, and to acquire improvements necessary and

incidental to the foregoing improvements, including, without limiting the generality thereof, drains, catch basins, valley gutters, driveway inlets and the removal of existing improvements.

(c) To construct, reconstruct, replace or extend sidewalks, adjacent to or in combination with curb and gutter or otherwise, within the district, and to acquire improvements necessary and incidental thereto.

(d) To construct, reconstruct, replace or extend storm sewer and other drainage facilities and improvements necessary and incidental thereto within the district, including, without limiting the generality of the foregoing, the laying of pipes and the erection of catch basins, drains, and necessary inlets and outlets.

(e) To construct, reconstruct, improve, extend or better the sanitary sewer system or any part thereof, including without limiting the generality of the foregoing, mains, laterals, wyes, tees, meters and collection, treatment and disposal plants.

(f) To sell any product or by-product thereof and acquire the appropriate outlets within or without the district and to extend the sewer lines of the district thereto.

(g) To acquire, construct, reconstruct, improve, extend or better a works, system or facilities for the supply, storage and distribution of water for private and public purposes.

(h) To acquire, construct, reconstruct, improve, extend or better a works, system or facilities for lighting public streets, ways and places, or contract for providing such facilities and the electrical current necessary therefor, or such current, with any public utility serving the district, at uniform rates and charges established for the utility operator.

(i) To acquire, by purchase or lease, sites for the

disposal of garbage and refuse, and to own and operate equipment for the collection and disposal of, and collect and dispose of, garbage and refuse, or to contract for the collection and disposal of garbage and refuse from within the district.

(j) To operate, maintain and repair the improvements acquired by the district.

4. The following five taxpaying electors of the District are appointed to serve as the first Board of Trustees of said District, for the following terms, to wit:

I. W. Borda and Harold Dayton, who shall serve until, at the first biennial election following the formation of the District, there shall have been elected by the taxpaying electors of the District two members of said Board; and Loran Barber, Jack Van Fleet, and Emil Pardee, who shall serve until, at the second biennial election after the formation of the District, there shall have been elected by said taxpaying electors three members of the Board.

5. The members of the Board of Trustees shall qualify by filing with the County Clerk oaths of office and corporate surety bonds, at the expense of the District, the bonds to be in the amount of $1,000.00 each, in standard corporate official bond form which is hereby approved, conditioned for the faithful performance of their duties as Trustees.

6. That the Board of County Commissioners has expressed in the preamble to this ordinance the existence of an emergency, and does hereby find and declare that an emergency does exist and consequently, final action shall be taken immediately and that this ordinance shall be in effect from and after its publication as hereinafter provided.

The facts constituting such urgency are as follows:

There is a substantial shortage of improved lands with-

in the area to meet the demands of the growing influx of people therein. In the improvement of the lands of this proposed district it is necessary that the improvements herein proposed be provided for the protection of public health, safety and general welfare.

7. The County Clerk shall cause this Ordinance to be published by title, together with a separate statement to the effect that typewritten copies of the Ordinance are available for inspection at the office of the County Clerk by all interested persons, together with the names of the County Commissioners voting for or against its passage, in The Record Courier, a newspaper of general circulation printed and published in the County of Douglas, and being the newspaper which is most likely to give notice to persons interested herein, at least once a week for a period of two weeks before this Ordinance shall become effective.

8. Forthwith upon the effective date of this Ordinance and within thirty (30) days thereafter, the County Clerk shall file a copy of this Ordinance in his office and shall cause to be filed an additional copy of it in the Office of the Secretary of State.

Proposed on the 8th day of May, 1964.

Proposed by Commissioner Pruett

Passed the 8th day of May, 1964.

Vote:

AYES; Commissioners: Settelmeyer, Dressler, Pruett

NOES: Commissioners: None

ABSENT: Commissioners: None

_____
Chairman of the Board

ATTESTED: _____
County Clerk

This Ordinance shall be in force and effect from and after the 22nd day of May, 1964.

NOTICE OF COUNTY ORDINANCE

NOTICE IS HEREBY GIVEN that Bill No. 135, Ordinance No. 135, An Ordinance Creating the Skyland General Improvement District Proposed for Paving, Curbs, Gutters, Sidewalks, Storm Drainage, Sanitary Sewer Improvements, Water Improvements, Street Lighting, and Garbage and Refuse Collection and Disposal; and Declaring an Emergency, proposed for paving, curbs and gutters, sidewalks, storm drainage, sewer disposal, water supply, street lighting and garbage and refuse disposal; providing for publication, was proposed on May 8, 1964 by Commissioner Pruett and final action of adoption was taken on the same May 8, 1964 as an emergency measure.

The vote on the above Ordinance was as follows:

AYES: Commissioners: Settelmeyer, Dressler, Pruett

NAYS: Commissioners: None

ABSENT: Commissioners: None

This Ordinance shall be in full force and effect from and after Friday, the 22nd day of May, 1964, the second date of publication. Notice is further given that typewritten copies of the above Ordinance are available for inspection by all interested parties at the office of the County Clerk, Court House, Minden, Nevada.

Clerk of the Board of County Commissioners

Appendix E
South Tahoe Refuse Transfer Station/MRF
Solid Waste Permit

SOLID WASTE FACILITY PERMIT

Facility Number: 09-AA-0002

1. Name and Street Address of Facility:

South Tahoe Refuse Co., Inc.
Transfer Station/MRF
2140 Ruth Avenue
South Lake Tahoe, CA 96150-4357

2. Name and Mailing Address of Operator:

South Tahoe Refuse Co., Inc
2140 Ruth Avenue
South Lake Tahoe, CA 96150-4357

3. Name and Mailing Address of Owner:

South Tahoe Refuse Co., Inc
2140 Ruth Avenue
South Lake Tahoe, CA 96150-4357

4. Specifications:

a. Permitted Operations:

- ☐ Solid Waste Disposal Site
- ☒ Transfer/Processing Facility (MRF)
- ☐ Composting Facility
- ☐ Transformation Facility
- ☒ Other: Chipping and Grinding

b. Permitted Hours of Operation: Open to the public 8:00 A.M. to 5:00 PM Monday through Saturday; Open to employees 24 hours a day, 7 days a week. Chipping and Grinding operations 5:00 A.M. to 5:00 P.M. Monday through Saturday.
Transfer Station is closed in accordance to the following holiday schedule: New Years Day, and Christmas Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

c. Permitted Maximum Tonnage: 370* Tons per Day

d. Permitted Traffic Volume: 320 Vehicles per Day

e. Key Design Parameters (Detailed parameters are shown on site plans bearing EA and CIWMB validations):

	Total	Disposal	Transfer/Processing	Chipping and Grinding	Truck Parking
Permitted Area (in acres)	7.7	N/A	4.6	1.0	2.1
Design Capacity (cu. yds)		N/A	432 tpd	400 cu. yds	N/A

* Of the 370 tons per day, no more than 30 tons per day can include material to be processed by chipping and grinding.

Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.

5. Approval:

Jill Pahl

Approving Officer Signature

6. Enforcement Agency Name and Address:

Placer County
Environmental Health
3091 County Center Dr.
Auburn, CA 95603

7. Date Received by CIWMB: SEP 09 2009

8. CIWMB Concurrence Date: OCT 14 2009

9. Permit Issued Date: 10/27/2009

10. Permit Review Due Date: 10/27/2014

11. Owner/Operator Transfer Date:

SOLID WASTE FACILITY PERMIT

Facility Number:

09-AA-0002

12. Legal Description of Facility:

The legal description of this facility is contained in section figures of the Transfer/Processing Report dated April 2009.

13. Findings:

a. This permit is consistent with the El Dorado County Integrated Waste Management Plan, which was approved by the CIWMB on Nov.8, 1994. The location of the facility is identified in the Nondisposal Facility Element, pursuant to Plan pursuant to Public Resources Code (PRC), Section 50001(a).

b. This permit is consistent with the standards adopted by the CIWMB, pursuant to PRC 44010.

c. The design and operation of the facility is consistent with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the enforcement agency, pursuant to PRC 44009.

d. The South Tahoe Fire Department has determined that the facility is in conformance with applicable fire standards, pursuant to PRC, 44151.

e. A Mitigated Negative Declaration was filed with the State Clearinghouse (SCH #2007102121) and adopted by the South Tahoe Planning Department on (1/29/08). The Mitigated Negative Declaration describes and supports the design and operation, which will be authorized by the issuance of this permit. A Notice of Determination was filed with the City of South Lake Tahoe Clerk on 2/1/08.

14. Prohibitions:

The permittee is prohibited from accepting the following wastes:

Hazardous, radioactive, medical (as defined in Chapter 6.1, Division 20 of the Health and Safety Code), liquid, designated, or other wastes requiring special treatment or handling, except as identified in the Transfer Processing Report and approved amendments thereto and as approved by the enforcement agency and other federal, state, and local agencies.

15. The following documents describe and/or restrict the operation of this facility:

	Date		Date
Transfer/Processing Report	4/09	Health Permit to Operate No WM970009, issued By Washoe County District Health Dept.	8/08
Waste Discharge Requirements Order No. #6-83-49#6-83-49	4/83	NPDES El Dorado County Board Order No. R6T-2005-0007-56 (WDID6A090806001)	7/08
APCD Permit to Operate #12-1418	1/6/09	TRPA Permit for RRF Parking Facilities File # 20050539	2/08
(Mitigated Negative Declaration) (SCH# 2007102121)	2/1/08	Land Use and/or Conditional Use Permit	3/90 & 9/92
Building Permit No. 940034 for the MRF	1992	Special Use Permit for Transfer Station 70-22	1990
TRPA Permit for refuse Compactor	1990	Order No. 6-91-31WDRs for the MRF by	1994

SOLID WASTE FACILITY PERMIT

Facility Number:

09-AA-0002

16. Self Monitoring:

The owner/operator shall submit the results of all self monitoring programs to the Enforcement Agency within 30 days of the end of the reporting period *(for example, 1st quarter = January – March, the report is due by April 30, etc.. Information required on an annual basis shall be submitted with the 4th quarter monitoring report, unless otherwise stated.)*

Program	Reporting Frequency
a. The types and quantities (in tons) of waste, including separated or commingled recyclable, wood waste and green waste, entering the facility per day.	Quarterly
b. The number and types of vehicles using the facility per day.	Quarterly
c. Results of the hazardous waste load checking program, including the quantities and types of hazardous wastes, medical wastes or otherwise prohibited wastes found in the waste stream and the disposition of these materials.	Quarterly
d. Copies of all written complaints regarding this facility and the operator's actions taken to resolve these complaints.	Quarterly
e. Total waste tonnage per month that was transported from the facility and landfill.	Quarterly (due January 15th, April 15, July 15th, October 15th)
f. Total tonnage of recyclables per month, that were removed from the facility.	Same as above
g. Number of vehicles per month hauling incoming waste materials	Same as above
h. Number of vehicles per month hauling outgoing waste materials for disposal	Same as above
i. Number of vehicles per month hauling outgoing materials from material recovery operations.	Same as above
j. Reports of special/unusual occurrences (see letter b, LEA conditions)	Same as above
k. Copies of facility inspection reports issued by other regulatory agencies	Upon receipt
l. Monitoring and Reporting Program # 83-49	Semiannually
m. The daily quantities and types (reported in tons) of waste shipped off site.	Quarterly
n. Copies of all correspondence and inspection reports by other agencies with jurisdiction over the facility.	Copies available for review upon request by the LEA
o. An application for an amendment to the Report of Facility Information.	180 Days prior to making change
p. Upon receipt of any noise complaints from adjacent properties, the applicant shall conduct noise measurements and monitoring to determine if noise levels above 65 dB CNEL are experienced offsite due to the Operations of the Resource Recovery Facility (RRF) or Truck Parking facility operations. If noise levels above this threshold are experiences, additional mitigation measures will be required.	Within 24 hours

All records must be maintained on site for review by the LEA during an inspection.

SOLID WASTE FACILITY PERMIT

Facility Number:

09-AA-0002

17. Enforcement Agency (EA) Conditions:

a. The operator shall comply with all State Minimum Standards for solid waste handling and disposal as specified inTitle 14 and 27 of the California Code of Regulations.

b. The operator shall maintain a log of special/unusual occurrences. This log shall include, but is not limited to, fires, explosions, the discharge and disposition of hazardous or unpermitted wastes, and significant injuries, accidents or property damage. Each log entry shall be accompanied by a summary of any actions taken by the operator to mitigate the occurrence. The log shall be available to site personnel and the EA at all times.

c. Additional information concerning the design and operation of the facility shall be furnished upon request and within the time frame specified by the EA.

d. The maximum permitted daily tonnage for this facility is 370 tons per day and shall not receive more than this amount without a revision of this permit. The chipping and grinding of green and wood waste not to exceed 30 tons per day.

e. This permit is subject to review by the EA and may be suspended, revoked, or revised at any time for sufficient cause.

f. The EA reserves the right to suspend or modify waste receiving and handling operations when deemed necessary due to an emergency, a potential health hazard, or the creation of a public nuisance.

g. Any change that would cause the design or operation of the facility not to conform to the terms and conditions of this permit is prohibited. Such a change may be considered a significant change, requiring a permit revision. In no case shall the operator implement any change without first submitting a written notice of the proposed change, in the form of an RFI amendment, to the EA at least 180 days in advance of the change.

h. A copy of this permit shall be maintained at the facility.

i. The operator shall comply with a load screening program described in the 2009 Transfer Processing Report, pages 3-34 and as discussed in section 3.12.4 Load Checking Inspection Program.

j. The operator shall maintain and keep current an employee training log that is available to the LEA. The log shall contain dates of training received by an employee and description of the course or curriculum taken.

k. The Chipping and Grinding Operations shall operate pursuant to Title 14 CCR and the Resource Recovery Facility Operations Report and the Odor Impact Minimization Program (OIMP dated April 2009)

l. Any complaints about the facility received by the operator shall be forwarded to the LEA within one working day. The operator shall notify the LEA by telephone within 24 hours of all incidents requiring the implementation of emergency procedures.

m. Records of employee training for health and safety, operation, and maintenance of the site shall be maintained on site and must be available for inspection by the LEA and/or other duly authorized regulatory agencies.

n. The LEA reserves the right to request and receive from the owner/operator any information that it deems necessary to conduct an inspection or to review and/or write a Solid Waste Facility Permit.

o. Any change in owner/operator of the facility would require that the LEA be notified in writing, 45 days prior to the transaction.

p. All facility operations shall be conducted in accordance with the operations and design as described in the TPR, as approved by the LEA.

q. The eleven roll up doors on the chipping and grinding building shall be closed except when each truck is leaving its bay.

r. Signage alerting truck drivers of the bicycle route on Eloise Avenue shall be placed at the facility entrances and exits.

s. Chipped green and wood waste materials shall be removed from the facility within 7 days of receipt. The additional time is allowed so long as it does not increase the potential for violations.

Appendix F
Douglas County Transfer Station Operation Plan

DOUGLAS COUNTY TRANSFER STATION

FINAL PLAN OF OPERATION

Revised 10-16-2013

DOUGLAS COUNTY
TRANSFER STATION

FINAL PLAN OF OPERATION

TABLE OF CONTENTS

I INTRODUCTION

II NATURE OF WASTES AND MATERIAL HANDLING AREAS
- A. WASTE TYPES
- B. WASTE QUANTITIES
- C. DESIGN PLANS

III OPERATONS
- A. HOURS OF OPERATION
- B. TRANSFER STATION PERSONNEL
- C. TRANSFER STATION EQUIPMENT
- D. MATERIALS HANDLING ACTIVITIES
- E. STATION MAINTENANCE
- F. STATION CONTROLS

APPENDIX A EMERGENCY RESPONSE PLAN

APPENDIX B TRANSFER STATION EVACUATION PLAN

APPENDIX C LOAD CHECK INSPECTION AND SPECIAL WASTES PROGRAMS

APPENDIX D CONTINGENCY PLAN FOR NATURAL DISASTERS AND MECHANICAL BREAKDOWN

APPENDIX E PRIMARY RESOURCES AND CONTACTS

APPENDIX F EQUIPMENT LIST

APPENDIX G BACKUP VEHICLE AND EQUIPMENT RESOURCES

Revised 10/16/2013

Douglas Disposal, Inc.

DOUGLAS COUNTY TRANSFER STATION
Pinenut Road, Gardnerville, Nevada

PLAN OF OPERATION

I. INTRODUCTION

This Plan of Operation (Plan) for the Douglas County Transfer Station (Transfer Station), Douglas County, Nevada, is intended to provide policies and guidelines for Douglas Disposal, Inc. (DDI) personnel on the day-to-day operation of the Transfer Station.

As described in the Engineering Design Report for the Douglas County Transfer Station (Design Report) prepared for Douglas County by Environmental Resources International (ERI), Douglas Disposal, Inc., is the owner of a 25.512-acre parcel, identified as County Assessor's Parcel No. 29-110-21, upon which the Transfer Station upgrade is located. Douglas County owns the improvements to that parcel and leases back the operation of the facility to DDI.

This facility accommodates waste from the Carson Valley service area of Douglas County, as well as a small portion of waste from the east slope communities of Alpine County. Municipal solid waste (msw) is hauled from the site to the Lockwood Landfill, Storey County, Nevada. Some construction and demolition debris is hauled to Carson City Landfill, Carson City, Nevada. Recovered materials are transported to secondary markets. No other facilities are currently proposed for the future.

The Transfer Station improvements were constructed in the summer of 2001. The initial function of the Transfer Station building is to house waste transfer operations previously conducted outdoors. The Transfer Station facility also includes a recycle processing area, scalehouse, buy-back/drop off center, employee break and restrooms, a Household Hazardous Waste (HHW) unit and separate storage areas for targeted materials. Material recovery operations, including receipt of source separated materials. Some targeted floor sorting at the Transfer Station supplements the recycling buy-back/drop-off center operation serving the public.

The address of the Douglas County Transfer Station is:
Pinenut Road
Gardnerville, Nevada 89410

The Nevada Department of Environmental Protection (NDEP) is the local enforcement agency for the Douglas County Transfer Station.

II. NATURE OF WASTES AND MATERIAL HANDLING AREAS

A. WASTE TYPES

Nonhazardous Wastes

The Transfer Station accepts wastes referred to as nonhazardous solid wastes and inert wastes. General waste types are mixed municipal solid wastes, including residential, demolition, industrial and commercial wastes.

Non-hazardous solid waste accepted at the Transfer Station are defined as all putrescible and non putrescible solid, semisolid, and liquid wastes, provided that such wastes do not contain wastes which must be managed as hazardous wastes, or wastes which contain soluble pollutants in concentrations which exceed applicable water quality objectives, or could cause degradation of waters.

Inert wastes accepted at the Transfer Station are defined as wastes that do not contain hazardous waste or the soluble pollutants at concentrations in excess of applicable water quality objectives, and do not contain significant quantities of decomposable wastes.

Examples of non-hazardous solid wastes and inert wastes accepted at the Transfer Station include:

- Food wastes and garbage from handling, preparing, processing, or serving of food or food products, excluding grease trap pumpings and cannery wastes.
- Rubbish such as paper, cardboard, glass, tin cans (empty, opened, dry, and 5 gallons or less), and cloth (non oil- or solvent-soaked clean-up rags).
- Construction and demolition debris, such as paper, cardboard, wood, scrap metal, glass, rubber products, roofing paper shingles (containing less than one percent friable asbestos), and wallpaper.
- Non-contaminated street debris, such as street sweepings and dirt, leaves, catch basin cleanings, litter, yard clippings, glass, paper, wood, and scrap metals.
- Abandoned vehicles
- Ashes from household burning (not from industrial or large municipal incinerators).
- Plant residues and waste from plant products from crop production, including, but not limited to, stalks, vines, culls, stubble, hulls, lints, untreated seed, roots, stumps, pruning, and trimmings.
- Dried manures
- Non-contaminated construction and demolition materials, such as earth and rock materials, concrete rubble, and asphalt
- Inert industrial wastes, such as clay, brick and pipe products, glass, inert slags, tailings, rubber, plastics.
- Tires

High Liquid Content Wastes
This category includes wastes containing greater than fifty percent water by weight. High liquid content wastes are not accepted at the Transfer Station.

Hazardous Wastes
This category includes wastes regulated by the Department of Transportation (DOT). Hazardous wastes are only accepted at the Transfer Station under a specific HHW program operated by Douglas Disposal, Inc. Guidelines for acceptance of this waste are more fully discussed in Appendix C, Load Check Inspection and Special Wastes Programs.

Other Wastes Requiring Special Handling
This category includes other wastes that, while not hazardous, require special handling. Other wastes requiring special handling, including appliances containing freon, used motor oil, automobile and household batteries, items containing cathode ray tubes, florescent bulbs, and asbestos are only accepted at the Transfer Station under specific programs operated by DDI. Guidelines for acceptance of this waste are more fully discussed in Appendix C, Load Check Inspection and Special Waste Programs.

B. WASTE QUANTITIES

The design capacity of Phase I for the Transfer Station is 112.5 tons per day, intended to handle county waste disposal requirements for approximately 15 years. The design capacity at the completion of Phase II is 300 tons per day, intended to handle county waste disposal requirements for a minimum of 30 years. The estimate of the anticipated average daily disposal rate of the Transfer Station in the design year 2030 is 180 tons per operating day.

Wastes are hauled from the site to the Lockwood Landfill, Storey County, Nevada. Some construction and demolition debris is hauled to Carson City Landfill. Recovered materials are transported to processing and end-use markets. No other facilities are currently proposed for the future.

C. DESIGN PLANS

Detailed site plans are shown in the Design Report prepared by JWA Consulting Engineers, indicating locations of building and structures and the layout of the other improvements to the site area. The layout of outdoor areas include paved roads, parking areas, materials staging and storage areas, recycling buy-back/drop-off center and a HHW storage unit.

1. Material Receiving Areas

Transfer Station Operations The Transfer Station public tipping area restricts public access to the commercial tipping area. Most wastes is consolidated on the commercial tipping area, except wastes that are staged at outdoor areas. Wheeled loader equipment is used on the tipping floor to manage materials. A piece of heavy equipment with a cat-track type capability may be used to condense waste on the tipping floor to maximize

load capacity for transport to the landfill.

DDI personnel are stationed at the facility to direct traffic, assist the equipment operator and monitor the deposit of materials. Some floor sorting of recoverable materials occur on the tipping floor. 33 yard boxes for wood and metal recycling are staged outside the building.

Recycle Buy-Back Center Buy-back/drop-off areas are also shown in the JWA Design Report. The public recycling drop-off area is located to the east of the facility entrance, before the Scalehouse. Public traffic circulates in a counter-clockwise direction around a paved area. Some recyclable materials are weighed on a mobile scale for payment. Customers then deposit materials into appropriate hoppers which are transported by DDI personnel to the recycling processing area of the Transfer Station building. HHW materials are also collected at this site under specific program conditions.

Separation drop boxes, placed for community recycling programs in various locations throughout the Carson Valley, are serviced by roll-off trucks. These boxes are unloaded onto the recycling processing area floor and manually processed in the interior of the recycling area.

Most recyclable materials are condensed by either crushing or baling by DDI personnel on the recycling processing floor area. Processing occurs as sufficient volumes are received. Floor space of the recycling processing area accommodates the loading and unloading of material boxes and processing of a limited number of materials. Expansion of recycling programs will be dependent on space limitations.

Aluminum, plastics, cardboard, newspaper and some other recyclable products are baled using a SSI 7X-NF baler. Glass is condensed by loader equipment and may be further condensed by use of a REM glass crusher. Each of the crushed and baled materials is stored outside the building in a paved area until a truckload is accumulated. Each material is sent to reprocessors or end-users separately, requiring adequate storage for between 10 and 20 tons of each material.

Clean loads of green waste and wood are directed to outdoor, paved staging areas. Metals are unloaded and then tipped into drop boxes for storage.

Household Hazardous Waste (HHW). Household hazardous waste is only accepted from residents of Douglas County and Alpine County and only by appointment. HHW materials are handled by Douglas Disposal, Inc., personnel in accordance with standard operating procedures (SOP) which assure protection to personnel and the site environment. Upon receipt from the customer, HHW materials are transferred directly to carts

for separation into appropriate storage drums and containers, located in the HHW storage locker. This unit is a metal locker with appropriate electrical grounding and fire suppression equipment and is located on a paved area of the recycle drop-off site. DDI personnel monitor the HHW area for unauthorized dumping of materials.

Used motor oil is bulked by DDI personnel in an above ground storage tank located in the recycle drop-off area. Similarly, DDI personnel accept automobile lead acid batteries from residents which are secured on pallets and stored safely. Used cooking oil is also accepted at the recycle drop-off area and transferred to 55-gallon drums.

HHW materials are transported off the Transfer Station site by a licensed hazard waste hauler, in compliance with DOT regulations. HHW materials are either recycled, converted to energy or disposed of at a permitted facility. HHW disposal costs are spread among Douglas County residents through the Transfer Station tip fee. Used oils and batteries are transported off the Transfer Station site for recycling by private contractors.

DDI personnel are trained in spill containment strategies outlined in Appendix A, the DDI Emergency Response Plan.

2. Storage Areas

Processed and unprocessed recyclable materials are stored in bunkers, drop boxes or in bales on a paved area adjacent to the Transfer Station building, and include:

- aluminum
- glass
- plastics
- tin
- cardboard
- newspaper and other paper products

Glass and metals are loaded into drop boxes or end-dumps for transport to market at maximum load capacity.

The wood waste processing area is a paved area for staging of the natural vegetation recycling program instituted in 1998. The processing area receives clean loads of natural vegetation materials from both residents and commercial generators as well as similar materials separated from the waste stream by DDI. The majority of this material is processed into a mulch product for composting through local composting facilities. The processing may take place on-site or the materials may be transported off-site for processing.

Residual waste will be staged in the Transfer Station building tipping area

for consolidation into transport trucks through the drop chute at the north wall of the building.

3. **Parking Areas**
The parking areas for employees and visitors are as indicated in the Design Report. These parking areas are paved according to engineering specifications. DDI packer trucks are parked off-site at the DDI Equipment Shop. Roll-off and Transport trucks may be parked at either facility.

4. **Access**
The points of access to the Transfer Station are as indicated in the Design Report. The following vehicles routinely enter the facility: vehicles for employees and visitors, commercial and packer trucks from garbage collection routes, public residential and commercial self-haul, transport trucks transporting residual waste to a permitted disposal facility, HHW licensed haulers and a variety of commercial trucks transporting recovered materials to processing facilities and to markets.

   Access to the site for all vehicles is via Pinenut Road, off US Highway 395, south of Gardnerville. All traffic must enter the Transfer Station site from Pinenut Road by approaching the Scalehouse. DDI Scalehouse personnel provide initial load check, traffic control and directions. Visible signs provide secondary traffic flow information, separating public from commercial traffic at the approach to the Transfer Station. Traffic control signs are strategically placed to maintain reduced speeds, stops and yielding throughout the site. Hand-held radio communication is used by DDI personnel throughout the site to remedy traffic flow problems.

   A secondary, unpaved access road to the east of the facility allows for emergency ingress and egress by DDI personnel. This road will be gated and locked.

5. **Identification Signs**
An identification sign posted at the entrance to the site states "Douglas County Transfer Station"

6. **Entry Signs**
Information on the signs posted at the Scalehouse provide hours of operation and traffic circulation.

7. **Station Security**
Unauthorized entry is discouraged by a perimeter fence and lockable gates across all driveways. DDI employees secure the premises after business hours.

III. OPERATIONS

A. HOURS OF OPERATION

The Transfer Station is opened to receive waste from the general public from 9:00 a.m. to 5:00 p.m., Tuesday through Sunday. The Transfer Station is closed to the general public on Mondays and in accordance with the following holiday schedule: New Years Day, President's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day and half-day Christmas Eve.

The Douglas Disposal Recycling Center is open to receive recyclables from the general public from 9:00 a.m. to 4:30 p.m. Tuesday through Saturday. Safe disposal of household hazardous waste by residents is accepted on Thursdays from 2 p.m. to 4 p.m. and Saturdays from 9 a.m. to 11 a.m. by appointment only.

DDI employees conduct solid waste loading and transfer operations at the Transfer Station between 5:00 a.m. to 5:00 p.m., seven days a week, excluding holidays, unless otherwise directed. In case of emergency or special circumstances, the Transfer Station is accessible to DDI employees to dispatch resources, accept waste, and transport waste 24-hours per day, 7 days per week.

Provisions for extending operating hours to accommodate increases in waste stream include supplemental manpower to work the Transfer Station, optimization of mechanical equipment, and additional truck/trailers used for hauling the wastes to a permitted disposal facility. Extended operating hours and/or changes in manpower needs are subject to approval by the General Manager.

B. TRANSFER STATION PERSONNEL

All DDI employees are classified as regular full-time, part-time, or temporary employees. The number of positions and duties of DDI personnel associated with the operations of the Transfer Station and other support facilities are summarized below.

Board of Directors

The Board of Directors of DDI is comprised of a President, Vice-President, Secretary/Treasurer, and two directors.

Transfer Station Facility Personnel

President, Douglas Disposal

- Overseen the policies and goals of DDI, including health and safety plans
- Ultimate responsibility for all material recovery and transfer station operations, regulatory compliance and permitting
- Negotiates and manages contracts and franchises regarding solid waste management, material recovery and transfer station operations
- Authorizes changes in work shifts to accommodate changes in waste stream volume, such as short-term, long-term, and/or seasonal provisions for unusual peak loading events
- Allocates manpower, extended operating hours, holiday observances, vacations, etc.

Transfer Station Operations Manager

The Transfer Station Operations Manager is responsible for the operations of the Transfer Station, Recycling Center, Equipment Shop and waste hauling and coordinates collection services with the Collection Route Manager.

- Supervises all Transfer Station operations and employees
- Supervises Equipment Shop personnel and implements vehicle safety programs
- Serves as the Safety Officer to maintain health and safety conditions for employees and the general public
- Reviews any special occurrences, such as fires, injury, property damage accidents, explosions, incidences regarding unacceptable wastes and hazardous wastes, intense rainfall events, truck and/or equipment breakdowns, days that waste can not be hauled to a permitted waste disposal facility due to inclement weather, etc.
- Provides specialized customer services
- Oversees training requirements
- Reports any special occurrences to the President
- Responsible for knowledge of, and training of, employees (1) in the proper and safe use of all vehicles, heavy equipment, and mechanical equipment, (2) emergency shut-down procedures for all mechanical equipment, (3) emergency procedures in case of spill, accident or fire, and (4) site security.

Transport Drivers

- DOT licensed commercial drivers transporting residual waste to landfill
- Responsible for visual inspection of waste being loaded for transport
- Responsible for knowledge of (1) in the proper and safe use of all vehicles, heavy equipment, and mechanical equipment, (2) emergency shut-down procedures for all mechanical equipment, (3) emergency procedures in case of spill, accident or fire, and (4) site security.

Transfer Station Cashier/Recycling Center Attendant/HHW Technician

- Operates computerized waste record system, collects tipping fees and pays scrap value for recyclables
- Responsible for the visual inspection of waste and recyclable loads entering the facility, as specified in the hazardous waste screening program
- Sorts and processes recyclable materials, may handle HHW material under specific criteria and certification
- Responsible for knowledge of (1) the proper and safe use of all vehicles, heavy equipment, and mechanical equipment, (2) emergency shut-down procedures for all mechanical equipment, (3) emergency procedures in case of spill, accident or fire, and (4) site security.

Additional Transfer Station Personnel

Transfer Station Equipment Operator

- Certified to operate heavy equipment, consolidates materials and loads transport trailers
- Responsible for visual inspection of waste being loaded for transport
- Responsible for knowledge of (1) in the proper and safe use of all vehicles, heavy equipment, and mechanical equipment, (2) emergency shut-down procedures for all mechanical equipment, (3) emergency procedures in case of spill, accident or fire, and (4) site security.

Transfer Station Maintenance Worker

- Perform visual inspection of waste loads entering the facility, as specified in the load check screening program
- Perform traffic direction/spotter duties
- May operate motorized equipment
- Maintain the Transfer Station and adjacent areas in an aesthetically acceptable appearance by performing litter collection, clearing and cleaning the tipping floors
- Responsible for knowledge of (1) the proper and safe use of all vehicles, heavy equipment, and mechanical equipment, (2) emergency shut-down procedures for all mechanical equipment, (3) emergency procedures in case of spill, accident or fire, and (4) site security.

Personnel from Other Support Facilities

Collection Route Manager
Equipment Shop Mechanics
Roll-Off Truck Drivers
Collection Route Drivers and Helpers
Administration and Office Staff

Training

The training plans for Transfer Station operations and maintenance, safety, health, environmental control, and emergency procedures are provided in:

- Emergency Response Plan, Appendix A;
- Transfer Station Evacuation Plan, Appendix B;
- Load Checking Inspection and Special Wastes Programs , Appendix C;
- Contingency Plan, Appendix D.

Emergency Contact List

In the event of an emergency, the Emergency Response Primary Resource and Contact list, Appendix E, provides necessary resources and contacts.

C. TRANSFER STATION EQUIPMENT

DDI's Transfer Station equipment is fully adequate in type, capacity and numbers to meet all of the requirements of operating standards. Equipment is listed on Appendix F. Hazardous waste, liquid waste, or other waste may require specialized equipment as described in Appendix C.

DDI maintains equipment and vehicles in a clean and safe condition, and replaces any equipment that does not meet the general or legal requirements necessary for safe operation. DDI employees perform daily pre-trip, in route, and post-trip inspections of all motorized equipment. Routine monthly service inspections are performed by Equipment Shop Mechanics on the equipment, vehicles, and transfer trailers. Inspection and maintenance records for equipment and vehicles are available for inspection by authorized regulatory and enforcement agencies during normal business hours.

Trailers are inspected daily for loose-fitting doors, damage to seals, blocked vents, corrosion, leaks, or other damage incurred during transport, handling and disposal of waste. Truck chassis and trailers are maintained in good operating condition and meet or exceed the following requirements:

1. Overall outside height, length, bridge span, and distance between axles of chassis and transfer trailers when combined with truck chassis shall conform to all applicable local, state, and federal regulations.
2. The truck chassis and trailer are designed, engineered, and rated to perform satisfactorily and to safely transport trailers bearing the maximum weight.
3. When loaded with the maximum weight, truck/trailer combinations shall not exceed legal gross vehicle weight of 80,000 lbs., or axle weights permitted on any road used for short-haul or long-haul transport.
4. Transport trailers are cleaned as needed to minimize odor, unsightliness or attraction of vectors.

The Shop Building and Yard, at 1409 Industrial Way, Gardnerville, Nevada, is used for equipment storage, routine vehicle maintenance, minor and major equipment and vehicle repair. These buildings provide a complete equipment and vehicle service facility with vehicle service bays and an inventory of spare parts. Backup equipment is listed in the Appendix G.

D. MATERIALS HANDLING ACTIVITIES

1. Materials Weighing and Receiving

All vehicles entering the Transfer Station utilize a set of inbound and outbound platform truck scales at the entrance of the existing Transfer Station. Loaded incoming vehicles are weighed on the inbound scale; the tare weight is determined on the outbound scale. The net weight difference is the weight of the waste that has been disposed at the Transfer Station by the customer. The Scalehouse itself is designed to allow customers to transact their business without leaving their vehicles. This increases the efficiency of the scalehouse function while providing

convenient and positive customer service.

Public Vehicles
All public vehicles hauling waste loads to the Transfer Station are directed to the public tipping area for unloading over the 4 foot retaining wall. Public vehicles with trailers unload in the commercial tipping area. If a customer's load includes recyclable materials, they can proceed to the Recycling Center before or after depositing their general waste. Their disposal fee is based on the net waste calculation from the outbound scale.

Garbage Collection Vehicles
Garbage collection vehicles entering the Transfer Station during its operational hours register their incoming vehicle weight by means of a scale ticket indicating their company and truck number. The garbage collection vehicles are routed directly to the commercial tipping area. Once unloaded, these trucks receive a tare weight on the outbound scale, which is recorded for allocation to the various solid waste service providers utilizing the Transfer Station. Collection and roll-off trucks accessing the Transfer Station outside of Scalehouse operational hours use a bar-coded card to record inbound, outbound and net weights.

The outbound scale weighs the outgoing waste and recyclable loads to assure that loads are under the legal weight limit. The computerized scale system provides accurate waste records for outgoing loads.

2. Hazardous Waste Inspection Program
To the extent possible, DDI controls the receipt of unacceptable waste at the Transfer Station. Unacceptable wastes are defined as hazardous wastes, designated or special wastes, wastes exceeding the moisture content as specified in permits, and any other unacceptable wastes defined hereafter for the Transfer Station. DDI minimizes the receipt of unacceptable wastes at the Transfer Station by enforcing the DDI policy that garbage collection route drivers are not to pick-up identified unacceptable wastes on the garbage collection routes, and by conducting the Load Check Inspection Program. The purpose of this program, provided at Appendix C, is to ensure the proper identification, handling, storage, and disposal of hazardous wastes and polychlorinated biphenyls (PCBs).

3. Unloading
The public and commercial tipping areas designated in the Transfer Station building streamline the flow of materials while providing a safer working environment for both the public and the truck and heavy equipment operators who use the Transfer Station. The Transfer Station provides confined unloading. Housing tipping operations, previously conducted outdoors, improves controls for noise, dust and litter.

4. Materials Recovery

The following types of recyclable materials may be recovered at the Transfer Station depending on such factors as adequate processing space, available markets, scrap material rates, and required manpower:

- aluminum cans
- glass
- newspaper
- cardboard
- office paper, magazines, catalogs and other paper products
- plastics
- natural vegetation, milled wood, and wood stumps
- tin cans
- steel and metals
- white goods and appliances
- automobile and household batteries
- items containing cathode ray tubes (CTVs)
- florescent tubes
- uncontaminated dirt, asphalt, concrete and demolition debris

As time and space allow, DDI personnel sort targeted recoverable materials from the commercial tipping floor area. Residual waste handling operations are performed by loader operators by pushing waste on the tipping floor to the loading drop chute. Waste may be condensed by cat-track type equipment. Waste is top-loaded into transport trailers and transported from the Transfer Station to a permitted disposal facility, currently Lockwood landfill, Storey County, Nevada.

Source separated recyclable materials are unloaded in the interior recycling processing area. Recyclable materials are crushed, baled or stored in bunkers or drop boxes until transported to end-users. Factors which dictate the schedule for transporting recovered materials to these markets include, but are not limited to, space limitations, scrap market value, maximum load capacity for transport, inclement weather, equipment shut-down; and short-term, long-term, and/or seasonal increases in the waste stream.

5. Removal of Non-Recoverable Residuals

Transfer trailers are loaded with approximately 23 tons of waste. The gross weight restriction on the truck/trailer for highway transport is 80,000 lbs. Waste is normally transported from the Transfer Station to a permitted disposal facility 6 days per week, Monday through Saturday. Wastes loaded into the transport trailers at the Transfer Station are usually transported to a permitted disposal facility within 24 hours. Other than seasonal disruptions due to inclement weather, the removal frequency of any deposited waste does not exceed 48 hours. Under disaster or other

emergency conditions, waste removal will not exceed 72 hours.

E. STATION MAINTENANCE

The DDI Transfer Station Operations Manager is responsible for administering and enforcing preventative maintenance procedures and programs at the site. DDI employees monitor for hazardous conditions on a daily basis. Hazardous conditions occurring at the Transfer Station are immediately reported to the Transfer Station Operations Manager, who in turn notifies the President. Corrective measures are implemented as soon as possible to eliminate the hazardous condition. Spill prevention, containment, cleanup and disposal procedures are provided in the DDI Emergency Response Plan at Appendix A.

1. General Maintenance

Litter collection is conducted on a daily basis to minimize the impact of litter on the site and on the surrounding area. Transfer Station tipping area and the recycling processing area are cleaned on a daily basis by DDI personnel. Containers, boxes, bins, trailers and trucks are cleaned, as needed, at the DDI Equipment Shop and Yard, located at 1409 Industrial Way, Gardnerville, Nevada.

Sanitary facilities are provided in the Transfer Station for use by all site personnel. The restrooms in the Scalehouse and at the Transfer Station adjacent to the employee break room have toilet, sink, and emergency eye wash capability. Potable water is available on–site for employee use.

2. Safety Controls

In the event of an emergency that requires additional fire fighting protection at the site, the Emergency Response Plan , at Appendix A, will be followed.
The following operational controls are implemented to maintain a safe working environment and to minimize contact between users of the Transfer Station and solid wastes.

- DDI personnel will direct traffic and monitor tipping operations to minimize unsafe and hazardous conditions.
- The tipping floors are continuously maintained by DDI personnel throughout the day.
- Wastes and recovered materials are processed and transported as soon as practical to a permitted disposal facility or secondary markets, respectively.

The Emergency Response Plan, at Appendix A, describes safety equipment provided on-site and policies for ensuring that safety equipment is utilized. Emergency eyewash locations are posted in English and Spanish in the Transfer Station. The Operations Manager enforces all health and safety policies at the site.

Electric power service is provided by Nevada Energy. Three phase power is required for on-site equipment. In the event of a power failure, all non-essential operations will shut-down until power is restored.

F. STATION CONTROLS

1. Nuisance Control

Potential nuisance conditions are reported to the Transfer Station Operations Manager, who notifies the President, as needed. The Transfer Station Operations Manager is responsible for implementing corrective measures as soon as possible to mitigate or eliminate nuisance conditions.

2. Dust Control

Because traffic circulation is limited to all-weather, A.C. paved roads, the formation of fugitive dust is minimized. The Transfer Station provides confined unloading conditions. Waste transfer operations and material recovery operations of the Transfer Station are fully housed except for the green waste and metals staging areas. Water will be used as needed to reduce fugitive dust in those areas.

3. Vector and Bird Control

All wastes and recovered materials are transported from the Transfer Station to a permitted disposal facility or secondary markets, respectively. Removing the wastes from the site in a timely manner prevents the propagation, harborage or attraction of flies, rodents or other vectors and minimizes bird problems.

4. Litter Control

Litter collection is conducted on a daily basis.

5. Noise Control

Because the waste operations are fully housed, the materials recovery and waste transfer operations conducted at the Transfer Station should not cause any adverse noise impacts to noise receptors and adjoining properties. In fact, noise impacts from mechanized equipment are significantly reduced by the enclosure.

6. Odor Control

The odors from the municipal solid waste have been mitigated because the waste is handled inside the Transfer Station. Odor emanating from the waste inside the Transfer Station is not anticipated to cause a nuisance. All garbage collection trucks are cleaned on a daily basis at the wash down facility. All residual waste is loaded into transfer trailers and transported to a permitted disposal facility in a timely manner.

Appendix A
Douglas Disposal, Inc.

Emergency Response Plan

Introduction

The Douglas County Transfer Station is designed to minimize the risk of accident or spill during collection and transfer operations. The purpose of this plan is to reduce the potential for exposure to emergency situations and to establish a specific set of guidelines and procedures which will be utilized in case of an emergency, including fire, explosion and release of hazardous materials. This plan identifies Douglas Disposal, Inc. (DDI) employees who will participate in an emergency response situation and defines their roles.

The provisions of this plan will be put into action whenever there is an imminent or actual emergency situation. The prompt implementation of this plan will minimize the hazards to human health and the environment. A copy of this plan will be maintained at all times at the Transfer Station Scalehouse.

Precautions and Preventive Measures

A load check program will be utilized by Transfer Station personnel to reduce the potential for exposure to fire, explosion or spill from dangerous and hazardous materials which are not accepted at the Transfer Station facility. See Appendix C, Load Check Inspection and Special Waste Programs.

The Transfer Station facility is designed with a fire suppression system capable of providing adequate response to minor emergency fire-related incidents and providing initial isolation and containment of major emergency incidents pending response from responsible agencies.

The fire suppression system is comprised of an exterior fire hydrant system located at strategic points throughout the Transfer Station site, meeting minimum flow requirements approved by the local fire agency. The Transfer Station is equipped with a fire sprinkler system and hose bibs. The fire sprinkler system functions in accordance with the requirements of the NFPA and is approved by the local fire agency. The fire sprinkler system is a completely functional system in all areas of the Transfer Station building except the break and rest rooms. All piping and sprinkler heads of the fire sprinkler system are located at least 26 feet above the floor to provide clearance necessary for heavy equipment. The Transfer Station building is not centrally heated and may be exposed to temperature below freezing during the winter. The sprinkler system will be charged with antifreeze as needed to prevent freezing. Other

components of the fire sprinkler system include an alarm and standard piping, flow switches, and detector check valves.

Designated Transfer Station personnel are trained in the operation of the hydrant system. The fire sprinkler system will be maintained by DDI equipment shop personnel. In addition, fire extinguishers, recharged annually, are located throughout each building on site. All Transfer Station personnel are trained in the location and operation of fire extinguishers.

The following equipment is available on-site for emergency response. The DDI Transfer Station Operations Manager is responsible for inspection, repair and replacement of emergency equipment:

- A telephone is located at the Scalehouse to communicate regarding all areas where an emergency incident may arise. Cell phones are also utilized.
- Two way radio communication is available throughout the facility.
- A fire alarm system is in place which can be activated from the Transfer Station break room.
- Security alarm systems are in place for the Scalehouse and Transfer Station break room.
- Emergency eye washes are located at the Transfer Station employee rest room and at the Recycle Center.
- First aid kits are located throughout the Transfer Station facility.
- Fire extinguishers are located within access of all areas where an emergency incident may arise. All fire extinguishers are recharged on an annual basis.
- Heavy equipment, including loaders, are located throughout the site.
- Spill response materials are located at the Transfer Station, including broom, shovel, absorbent materials, plastic bags, 55-gallon drums and drum liners.
- Personal protective clothing such as dust masks, gloves, and safety glasses are available at the facility.
- The Inspection Log is located at the Transfer Station Scalehouse and is completed noting any minor and major incident.

During all Transfer Station operations, there will be at least one person, either on the facility premises or on call, responsible for coordinating emergency response measures. This individual will be thoroughly familiar with the emergency action plan, standard operating procedures and clean-up equipment.

The DDI Transfer Station Operations Manager serves as the primary Emergency Response Coordinator for the facility and assigns emergency response responsibilities. All on-site personnel involved in the transfer of waste will be trained in spills, fires, explosions, and responding to incidents involving air, soil and/or groundwater contamination and incident prevention techniques.

Responsibilities for Responding to Emergency Incidents

With respect to emergency response provisions, DDI Transfer Station personnel will respond to incidents within their level of training and will only take actions that clearly do not present an immediate safety or health risk to responding personnel.

An emergency response incident is evaluated by the type of incident, types and location of materials involved, and potential for risk exposure due to flammability, explosiveness, inhalation and skin absorption, and reactivity with other substances and the surrounding environment.

In the event of an emergency, the individual first becoming aware of the emergency assumes the role of initial emergency responder until a more senior employee or responder arrives. Based on the type of emergency, the initial emergency responder will notify the appropriate DDI staff and/or East Fork Fire Protection District via radio or other means of communication.

Because of the close working proximity to the general public, prompt response of professionally trained and equipped emergency personnel will provide the best response in the event of a major incident, i.e., large fire, explosion, spill or life threatening injury.

Douglas Disposal, Inc.
Implementation of the Emergency Plan

Whenever there is an imminent or actual emergency situation, the following emergency plan will be carried out immediately.

Hazard Assessment

Determine, at a minimum, the following:

- Nature of the emergency and types of hazards;
- Source and location of the hazard and likely course and rate of spread;
- Availability of on-site personnel to contain and isolate the hazard;
- Possible hazards to human health or the environment, i.e., ignition of buildings, explosion, proximity to equipment and vegetation, potential effects of any toxics or gases that could be generated, and the effects of run-off from water or chemical agents;
- Resources needed to control and extinguish the hazard and render medical assistance, if necessary;
- Routes to safely evacuate the public and DDI personnel from the site.

Major Incidents

If the emergency is determined to be of such a magnitude that it cannot be safely and effectively controlled by on-site personnel, the initial emergency responder will:

- Alert co-workers in the immediate area and clear themselves, co-workers and the public from any danger.
- Promptly notify emergency response agencies by any means of communication available, i.e., hand held radio to base, 911 telephone.
- Initiate control measures to manage the emergency situation, i.e., traffic control, containment, emergency shutdown procedures.
- Initiate evacuation of the area, if necessary, and comply with DDI evacuation procedures.
- Once emergency assistance arrives, the senior Transfer Station personnel will remain on the scene, or as close as safely possible, to provide the required information to response crews and assist with traffic control and equipment, if requested to do so.

Minor Incidents

Upon determining that the emergency is minor, the temporary emergency response coordinator will implement the following action plan, taking all reasonable measures to ensure that fires, explosions, and releases do not occur, recur, or spread to other areas at the facility.

Small Fire

- Say upwind and out of low areas.
- Eliminate ignition sources.
- Secure the area.
- Move appropriate fire fighting equipment to the area, extinguish the fire.
- Using a shovel and water, be sure ashes are completely extinguished and cooled.
- Remove any contaminated material and stored in appropriate container.
- Decontaminate the area, equipment and personnel.

Minor Chemical, Solvent or Oil Spills

- Eliminate all ignition sources.
- Secure the area.
- Put on proper personal protective equipment.
- Move unaffected chemicals out of the area if no hazard is involved.
- Dike the area to prevent the spill from entering drains, channels, etc.
- Cover the area with absorbents; i.e., vermiculite, Ultra Sorb or spill pillows.
- Using a shovel and broom, transfer the spent material and absorbents to a lined drum, or equivalent container, seal the container.
- Ensure that contaminated material is property stored in a safe area.
- Decontaminate the area, equipment and personnel.

Medical Care

- **If indicated, instruct a co-worker to call 911.**
- If victim is in immediate danger, move if safe to do so.
- Implement emergency medical care assistance to your level of training.
- Utilize personal protective equipment, i.e., gloves, mask.
- If the victim is not breathing start artificial respiration, if within training level.
- If victim is bleeding, have his/her apply pressure, if possible; if not, put on latex gloves before applying pressure.
- In the case of skin or eye contact with hazardous material, immediately flush the skin and eyes with eye wash, continue to flush with running water for at least fifteen minutes.
- Remove and isolate any contaminated clothing.

Post Incident

The DDI Transfer Station Operations Manager will:

- Notify appropriate state or federal agencies;
- Record the event in the Daily Inspection Log;
- Arrange for appropriate disposal of any contaminated materials;
- Conduct a de-briefing with Transfer Station personnel;
- Inventory and replace expended emergency supplies and equipment.

Appendix B
Douglas Disposal, Inc.
Transfer Station Evacuation Plan

The following evacuation procedure provides information necessary to conduct a swift and orderly evacuation of the Douglas County Transfer Station should an emergency situation arise.

- **Location of Exits, Evacuation Routes and Assembly Points, Primary and Alternative, are shown on the attached Transfer Station site map.**

- Evacuate in a calm and orderly manner. While leaving the area, make sure that all individuals are evacuating appropriately. Help those needing assistance.

- All personnel are to report directly to their primary assembly point at the **Scalehouse** and wait for further instruction.

- If the Scalehouse is unsafe, proceed west on Pinenut Road to the alternative assembly point, **the Douglas County Animal Shelter**. Take personal vehicles to this alternative assembly point if safe to do so.

- If the primary evacuation road (Pinenut Road) is unsafe, evacuate over unpaved road to the west of the facility and assemble at the **Douglas County Animal Shelter.**

- Go to the designated assembly point and wait together as a group. No one is to remain in his or her car, leave for home, or go to any area other than the designated assembly point.

- The Transfer Station Operations Manager, or in his absence the most senior Transfer Station employee on site, will be responsible for seeing that the Transfer Station area is properly evacuated and that personnel report to the appropriate assembly point.

- Once at the assembly point, the Transfer Station Operations Manager, or designee, will account for all personnel. If anyone is missing, report it immediately to the Transfer Station Operations Manager or emergency response personnel. The Transfer Station Operations Manager and/or emergency response personnel will make the decision to institute a search if conditions permit.

- The Transfer Station Operations Manager and responding agencies will evaluate if the property is safe to re-enter or if personnel will be allowed to leave. **Under no circumstances is anyone to leave the assembly point or return to the Transfer Station without official authorization.**

- In cases where evacuation of the surrounding area is required, the **Douglas County Sheriff's Office** is responsible for area evacuation. Obey their instructions.

Douglas Disposal, Inc.
Equipment Shop Evacuation Plan

The following evacuation plan provides information necessary to conduct a swift and orderly evacuation of the **Douglas Disposal Equipment Shop at 1409 Industrial Way** should an emergency situation arise.

- **Location of Primary and Alternative Exits, Evacuation Routes and Assembly Points are indicated on the attached Douglas Disposal Equipment Shop site map.**

- Evacuate in a calm and orderly manner. While leaving the building, make sure that all individuals are evacuating appropriately. Help those needing assistance.

- All personnel are to report directly to their primary assembly point across the street in the **Wifli Carlson Building parking lot** and wait for further instruction.

- Go to the designated assembly point and wait together as a group. No one is to remain in his or her car, leave for home, or go to any area other than the designated assembly point.

- The Transfer Station Operations Manager and/or the Collection Route Manager, or in their absence the most senior employee on site, will be responsible for seeing that the Equipment Shop area is properly evacuated and that personnel report to the appropriate assembly point.

- Once at the assembly point, the Transfer Station Operations Manager and/or the Collection Route Manager will account for all personnel. If anyone is missing, report it to the Managers immediately. The Transfer Station Operations Manager and/or the Collection Route Manager or emergency response personnel will make the decision to institute a search if conditions permit.

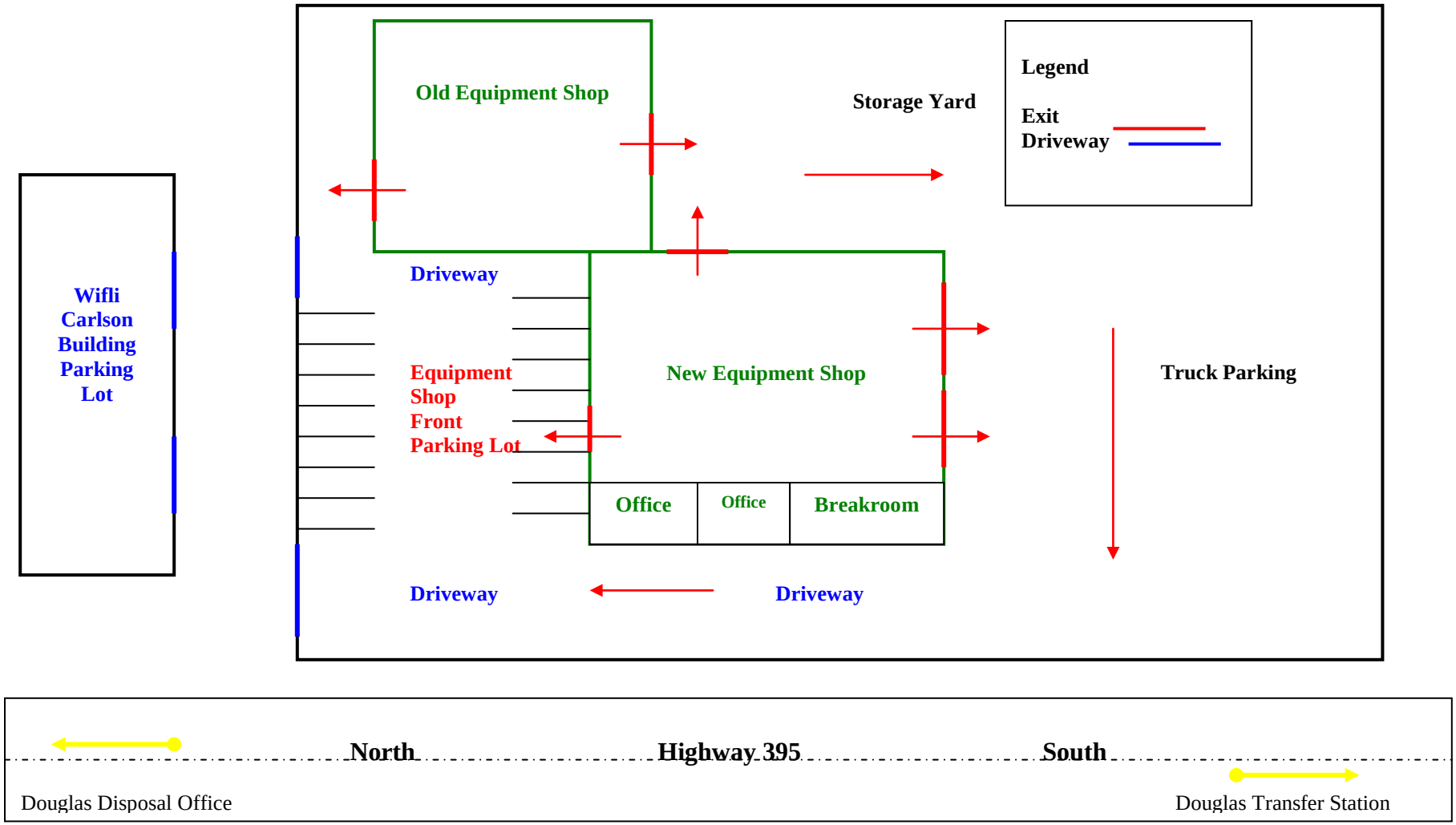
- The Transfer Station Operations Manager and/or the Collection Route Manager and responding agencies will evaluate if the property is safe to re-enter or if personnel will be allowed to leave. **Under no circumstances is anyone to leave the assembly point or return to the Equipment Shop without official authorization.**

- Employees on routes or in Company vehicles will proceed to **the Douglas County Transfer Station and await further direction from Company Managers.**

- The Primary Evacuation Route from the Equipment Shop is Industrial Way to Highway 395.

- In cases where evacuation of the surrounding area is required, the **Douglas County Sheriff's Office** is responsible for area evacuation. Obey their instructions.

DOUGLAS DISPOSAL EQUIPMENT SHOP SITE MAP
EVACUATION PLAN



12/16/13

Appendix C
Douglas Disposal, Inc.

Load Check Inspection and Special Wastes Programs

The objective of the Douglas Disposal, Inc. (DDI) Load Check Inspection and Special Wastes Programs at the Douglas County Transfer Station (Transfer Station) is to significantly reduce the risk of exposure to the environment and to our employees from hazardous or PCB wastes and to ensure the proper identification and disposal of these materials through available certified programs. Random inspections of incoming loads and inspection of suspicious loads is the first component of the load check program.

To more fully address the need for safe and environmentally sound handling of hazardous waste in Douglas County, the Douglas Disposal, Inc. will be permitted by the Nevada Department of Environmental Protection to receive hazardous waste from Douglas County resident households. This Household Hazardous Waste (HHW) program is operated adjacent to the Recycle Center under standard operating procedures.

LOAD CHECK INSPECTION PROGRAM

Transfer Station Self-Haul

A load check inspection involves delaying a randomly selected or suspicious load of waste and viewing the contents prior to actual deposit of the material on the tipping floor of the Transfer Station. For an inspection to be adequate, the Transfer Station Scalehouse personnel inspecting the load should know the nature of all materials received in the load and be able to discern which materials may be regulated as hazardous waste or PCB waste.

In order to do so, Scalehouse personnel will make routine inspections of customer loads, watching for indicators that the load may contain HHW. Clearly visible signs describing prohibited materials will be posted at various public access locations throughout the Transfer Station facility. Uncontaminated used motor oil and lead acid batteries, if properly containerized, will be accepted during public hours by DDI for recycling at the Transfer Station Recycling Center.

Waste brought to the Transfer Station in containers normally used for hazardous materials and not ordinarily used for disposal of household wastes, i.e., in 55-gallon drums or marked or unmarked containers, will warrant inspection. Loads may also warrant inspection if brought to the Transfer Station facility in a residential self-haul or commercial vehicle not typically used for disposal of municipal solid waste, or if transported by an operator who uses and/or transports hazardous waste.

For wastes of unknown nature, the Scalehouse Attendant will question the transporter about the composition of materials brought to the Transfer Station prior to accepting the material for processing or disposal.

Douglas Disposal, Inc., will consider the following factors in the selection of loads for inspection:

1. The waste sector of origin, i.e, residential, commercial, industrial, institutional;
2. Knowledge of the waste generator or hauler and the type of waste normally received;
3. Knowledge of ongoing construction, remodeling, or remediation projects in the Carson Valley service area;
4. Indications that a load may contain hazardous waste or PCB wastes. Some indications of suspicious loads are:
    - Hazardous placards or markings,
    - Liquids and leakage,
    - Powders or dusts,
    - Bright or unusual colors,
    - Drums or commercial size containers,
    - Chemical odors.

Inspections will be conducted by visual observation and limited sorting through the load. If at any time the Scalehouse Attendant inspecting the load is unsure of how to proceed with the identification and disposition of suspected materials, he/she will ask the customer to wait and immediately contact the DDI Transfer Station Operations Manager, DDI Collection Route Manager, the Safety Officer at 530 542-8366 or the senior DDI Transfer Station employee on site.

In order to discourage illegal HHW dumping, every effort should be made to accommodate the customer while the suspected material is being investigated. The DDI Transfer Station Scalehouse personnel will inform the transporter of Douglas Disposal's Household Hazardous Waste program, providing them with information on the program, including the telephone number to schedule an appointment for safe disposal of the regulated material.

After providing the information, the Transfer Station Attendant will allow the customer to dispose of non-hazardous materials at the Transfer Station, advising them to return to the outbound scale with their HHW material. Scalehouse personnel will radio ahead to the Transfer Station staff that a customer with HHW is approaching the Transfer Station. Transfer Station staff will observe the customer unload and watch for HHW. When the customer returns to the outbound scale, the Scalehouse personnel will verify that they still have their HHW and will advise them to call to make a HHW appointment. If the customer is uncooperative with this process, Scalehouse personnel will record the date, time, vehicle description and license number, the waste material believed to be hazardous or PCB waste and any additional observations in the Daily Inspection Log and

will notify the DDI Transfer Station Supervisor via radio, or the Safety Officer at 530 542-8366 if they believe the customer may dispose of the HHW illegally.

Collection and Roll-Off Inspection

All drivers and swampers of collection and roll-off vehicles owned and operated by Douglas Disposal, Inc., and Tahoe Basin Container Service, Inc., (TBC) are expected to visually screen every load prior to transport to identify potentially dangerous, hazardous or PCB waste. Questionable materials should be left at the pickup point with an informational brochure on the Douglas County Household Hazardous Waste Program.

Questionable materials detected in DDI and TBC loads received at the Transfer Station will be isolated, inspected and inventoried by the DDI Transfer Station Supervisor or senior DDI employee on-site trained to recognize regulated hazardous waste.

If hazardous wastes or PCB wastes are found at the Transfer Station, DDI will ensure that:

1. The waste is transferred to the HHW area, securely containerized and clearly labeled as hazardous waste as required under Department of Transportation (DOT) regulations.
2. The DDI Transfer Station Operations Manager and/or the HHW Technician will oversee all handling, storage, and shipment of hazardous materials, in accordance with DOT regulation.
3. The name and telephone number of the DDI Transfer Station Operations Manager, Safety Officer, and the local fire department are posted in the Transfer Station breakroom.

Training

All Managers, equipment operators, scalehouse attendants, and transfer station facility personnel will participate in a training program to identify hazardous, regulated and PCB waste.

Public Education

Douglas Disposal, Inc., will cooperate with the Douglas County Community Development Department to provide public education to residents and business to increase awareness and understanding of positive measures that can be taken to reduce the amount of hazardous waste generated in the Douglas County service area and to provide information of resources available for safe and legal disposal of hazardous waste through HHW programs and certified hazardous waste haulers.

Daily Inspection Records

The Daily Inspection Log is used to record unusual occurrences at the Transfer Station, including load check of unacceptable waste. The record includes:

1. Nature of occurrence, i.e., type of waste, type of emergency;
2. The date and time;
3. Action taken to resolve the situation;
4. Pertinent observations made by on-site employees, including customer

name, vehicle description and license plate number, if applicable.

The Daily Inspection Log form, used to record all unusual occurrences, including unusual load check inspections, will be kept on file for a minimum of two (2) years.

Notification Procedures

All DDI personnel, including, drivers, swampers, equipment operators, Scalehouse attendants, and Transfer Station facility personnel will notify their immediate Managers or the HHW Technician if hazardous waste is found at the Transfer Station facility.

If hazardous wastes or PBC wastes are found on a collection route or other off-site locations by DDI employees that constitute a health, safety or environmental hazard, DDI will immediately notify their Manager.

Special Wastes Program

This program discusses special wastes that are accepted by DDI at the Douglas County Transfer Station, including inspection, handling, recovery and disposal.

Freon

Appliances containing freon are accepted at the Transfer Station, under a specific rate schedule. These appliances are handled and stored in a separate staging area. Freon is evacuated by certified personnel, either on site or at the South Tahoe Refuse Materials Recovery Facility. Oil is drained from motors and the used oil is stored in an above ground storage tank for recycling. Once hazardous or potentially hazardous materials are removed, these appliances are consolidated for transport for recycling or disposal.

Animal Carcasses

Only carcasses of domestic cats and dogs are accepted at the Transfer Station.

Asbestos

Friable and non-friable asbestos is normally handled by a certified environmental services company through direct transport to landfills under a special permit. Small quantities of asbestos are accepted under the HHW program at the Transfer Station, not to exceed one (1) 33-gallon bag, securely double bagged and labeled with the generator’s name and address.

Waste Water

Waste water is not accepted at the Transfer Station. Waste water generated on-site will be stored at the Transfer Station facility's leachate storage tank. The leachate will be pumped from the storage tank, at least bi-annually, and transported by a licensed hauler to either a local waste water treatment plant or to Lockwood Landfill, under appropriate permit, for disposal.

Daily Inspection Log - Douglas County Transfer Station

Nature of Occurrence **____ Random Load Check** **____ Suspicious Load**
____ Spill **____ Fire** **____ Accident** **___ Injury**
Other _____

Date: **Time:** **Inspector:**
Vehicle License #:
Driver/Company:

Load Description:

Waste Rejected, if any:

Daily Inspection Log - Douglas County Transfer Station

Nature of Occurrence **____ Random Load Check** **____ Suspicious Load**
____ Spill **____ Fire** **____ Accident** **___ Injury**
Other _____

Date: **Time:** **Inspector:**
Vehicle License #:
Driver/Company:

Load Description:

Waste Rejected, if any:

Daily Inspection Log - Douglas County Transfer Station

Nature of Occurrence **____ Random Load Check** **____ Suspicious Load**
____ Spill **____ Fire** **____ Accident** **___ Injury**
Other _____

Date: **Time:** **Inspector:**
Vehicle License #:
Driver/Company:

Load Description:

Waste Rejected, if any:

Revised 10/17/2013

Appendix D

Douglas Disposal, Inc.

Contingency Plan for
Natural Disaster and Mechanical Breakdown

This Contingency Plan applies to all Douglas Disposal, Inc., (DDI) operations, including on-site Douglas County Transfer Station (Transfer Station) operations and all company vehicles operating off company premises on public streets and highways. The intent of this plan is to reduce risk to health, safety, and personal property from delay of services due to mechanical breakdown or in case of natural disaster, strikes, or other emergency. DDI employees will remain alert and aware of potential problems that may arise during the course of their job duties and will take immediate, effective, and thorough action to limit and mitigate negative impacts. During emergencies, DDI employees will maintain radio communication until released.

Natural Disasters

In case of natural disaster or similar emergency, DDI supervisory staff will meet as soon as is practically possible to assess potential impacts on service.

- Initial assessment will include:
    - Geographical area, size and perimeters impacted,
    - Damage to area infrastructure, i.e., public roadways, including streets, highways and bridges,
    - Location and status of DDI employees,
    - Damage to Transfer Station facility, equipment and vehicles,
    - Safety issues; i.e., current risk exposures from damage, potential of further deterioration, potential for exposure to hazardous or dangerous materials,
    - Volume of solid waste material currently on-site,
    - Types and volumes of damage-related materials anticipated to be received due to emergency,
    - Status of highway and road access to usual landfill disposal sites.
- Implementation of Plan:
    - Establish a modified plan for collection and transport service to the extent scheduled service has been and will be impacted,
    - Assign scheduled tasks to available employees,
    - Contact sister companies for transport of additional resources, including equipment, vehicles, and licensed drivers, as necessary,
    - Determine alternative disposal sites, if necessary, and adjust transport schedules,
    - Communicate DDI status and service modifications to agency staff of impacted jurisdictions,
    - Disseminate information to the public as recommended by agency staff,
    - Make on-site preparations to receive out of the ordinary materials that are anticipated due to emergency.

Mechanical Breakdown

- Drivers and equipment operators will report mechanical breakdowns to their supervisor immediately, either on-site or via radio communication to the Transfer Station scalehouse or office base, and will remain in communication until released by base.
- Equipment that does not meet state and federal requirements will be removed from service.
- Collection routes can normally be completed by use of the on-site backup vehicle on the scheduled day; in any case, delay due to mechanical breakdown will not exceed twenty-four (24) hours.
- Commercially licensed drivers are available from cooperating companies for temporary assignment. Other necessary personnel will be recruited from local resources.

Appendix E

Douglas Disposal, Inc.
Primary Resources and Contacts
State and Local Agencies

Nevada

Don Williams, DDI Transfer Station Operations Manager		**775 690-7253**
Boomer Schultz, DDI Collection Route Manager		**775 690-8902**
Douglas Disposal Equipment Shop		**775 783-8156**
Douglas Disposal Scalehouse		**775 782-3925**
Douglas Disposal Office		**775 782-5713**
East Fork Fire & Paramedic District	**911**	**775 782-9044**
Douglas County Sheriff's Dept - Carson Valley	**911**	**775 782-5126**
Douglas County Sheriff's Dept – Lake Tahoe	**911**	**775 586-7520**
Douglas County Community Development		**775 782-9005**
Nevada Highway Patrol	**911**	**775 688-2500**
Nevada Division of Environmental Protection		**775 687-4670**
Carson City Sheriff's Department	**911**	**775 887-2500**
Carson City Environmental Health		**775 887-2190**
Washoe County Sheriff's Office	**911**	**775 785-9276**
Washoe District Health Department		**775 328-2400**

California

Ron McKusick, STR Transfer Station Manager		**530 542-8338**
Ron - cell phone		**530 308-8709**
Jeanne Lear, Human Resources Manager		**530 542-8366**
California Highway Patrol	**911**	**530 577-1001**
South Lake Tahoe Safety Services	**911**	**530 542-6100**
El Dorado County Sheriff	**911**	**530 544-3464**
El Dorado Environmental Management		**530 573-3450**

Secondary Resources

Clean Harbors Environmental Service	**775 331-9400**
Reno Drain Oil	**775 342-0351**

Appendix F

Douglas Disposal, Inc.

Vehicle and Equipment List

Company	Equipment No.	Description
Vehicles		
DDI	D-1	2006 CHEVY SILVERADO PICKUP (Donnie)
DDI	D-5	2001 CHEVY PICKUP (Boomer)
DDI	D-6	2000 ISUZU w/10 YD HEIL SIDE LOADER
DDI	D-7	1993 PETRB w/38 YD MAXON LOADER BODY
DDI	D-8	1996 PETRB w/38 YD MAXON LOADER BODY
DDI	D-9	1991 FORD PICKUP 4X4 (DDI shop truck)
DDI	D-11	2001 FORD F550 FORKLIFT TRUCK W/STS BODY
DDI	D-14	1993 PETERBILT w/MAXON BODY
DDI	D-17	2005 INTERNATIONAL TRACTOR (FHVUT)
DDI	D-19	1999 PETRB w/40 YD STS FRONT LOADER BODY (FHVUT=F)
DDI	D-21	2001 PETRB w/38 YD STS FRONT LOADER BODY
DDI	D-25	2005 PETERBILT w/WITTKE 44 YD FRONT LOADER BODY (FHVUT = F)
DDI	D-26	2006 PETERBILT w/MCNEILUS 43 YD FL BODY Curotto Can (FHVUT = F)
DDI	D-27	2008 FORD F550 FORKLIFT TRUCK
DDI	D-28	2013 PETERBILT w/HEIL FRONT LOADER BODY
DDI	D-29	2013 PETERBILT w/HEIL FRONT LOADER BODY Curotto Can (FHVUT = F)
DDI	D-31	1991 CHEVY GEO STORM
DDI	D-39	1988 FORD FORKLIFT TRUCK
DDI	D-51	2007 FREIGHTLINER TRACTOR (FHVUT)
DDI	D-53	2007 FREIGHTLINER TRACTOR (FHVUT)
Trailers		
DDI	D-2	CONTAINER TRAILER
DDI	D-16	1992 HOM STEAM CLEANER/PORTABLE WELDER TRAILER
DDI	D-20A	2001 WESCO TRAILER (tipping)
DDI	D-27A	2007 PJ TRAILER/LANDSCAPE
DDI	D-46A	1994 WESCO TRAILER (tipping)
DDI	D-47A	1993 WESCO TRAILER (tipping)
DDI	D-48A	1993 WESCO TRAILER (tipping)
Equipment		
DDI	D-3	1996 TOYOTA FORKLIFT
DDI	D-12	CAT 936E WHEEL LOADER
DDI	D-24	1987 CASE LOADER/BACKHOE
DDI	D-30	2006 CAT 938 WHEEL LOADER
DDI	D-32	2004 PRINCETON PIGGYBACK DIESEL FORKLIFT PB50
DDI	D-52	WIGGINS WG545R FORKLIFT

Appendix G

Douglas Disposal, Inc.

Backup Vehicle and Equipment Resources

The following resources are available to Douglas Disposal, Inc. (DDI) for temporary replacement of vehicles, equipment, and personnel due to natural disaster, mechanical breakdown or other emergency. This equipment is in addition to DDI's current fleet, outlined in the Douglas Disposal Inc., Vehicle and Equipment Inventory.

- **Collection Vehicles** Two (2) Peterbilt front end loading vehicles at DDI;
  Two (2) Peterbilt front end loading vehicles at South Tahoe Refuse (STR), travel time one (1) hr;
  One (1) GMC White rear loading vehicles, Sierra Disposal Service (SDS), travel time four (4) hrs.
- **Roll-Off Vehicles** Two (2) Peterbile roll-off vehicles at STR, travel time one (1) hr;
- **Transfer Vehicles** One (1) Peterbilt transfer at STR, travel time one (1) hr;
- **Loader Equipment** One (1) backup Cat 936 wheel loader on site
- Commercially licensed drivers from assisting companies will transport vehicles and equipment and are available for assigned tasks, as needed. Other necessary personnel will be recruited from South Tahoe Refuse personnel and staff.

Available Disposal Site Alternatives

The following landfills, fully compliant with US EPA Subtitle D criteria, are available to receive municipal waste from DDI if the event that Lockwood Landfill is closed or inaccessible due to natural disaster or other emergency:

Name and Location	**Access and Travel**
Ormsby Landfill Carson City, Nevada	Highway 50 via Highway 395 Travel time - 2 hrs roundtrip
Forward Landfill Stockton, California	Highway 99 via Highway 88 Travel time - 8 hrs roundtrip
Potrero Hills Landfill Fairfield, California	Interstate 80 via Highway 88 and 395 Travel time - 10 hrs roundtrip

Daily Inspection Log - Douglas County Temporary Transfer Station

Nature of Occurrence ____ Random Load Check ____ Suspicious Load
____ Spill ____ Fire ____ Accident ___ Injury
Other _____

Date: Time: Inspector:
Vehicle License #:
Driver/Company:

Load Description:

Waste Rejected, if any:

Daily Inspection Log - Douglas County Temporary Transfer Station

---

Nature of Occurrence ____ Random Load Check ____ Suspicious Load
____ Spill ____ Fire ____ Accident ___ Injury
Other _____

Date: Time: Inspector:
Vehicle License #:
Driver/Company:

Load Description:

Waste Rejected, if any:

Daily Inspection Log - Douglas County Temporary Transfer Station

---

Nature of Occurrence ____ Random Load Check ____ Suspicious Load
____ Spill ____ Fire ____ Accident ___ Injury
Other _____

Date: Time: Inspector:
Vehicle License #:
Driver/Company:

Load Description:

Waste Rejected, if any:

Appendix G
Chapter 18.04 Minden
Chapter 18.06 Gardnerville
Chapter 8.14 Unlawful Rubbish Disposal

Title 18 Town Annexation and Service Districts

18.04 Minden

18.04.010 Creation

18.04.020 Boundaries

18.04.030 Services

18.04.040 Town advisory board

18.04.050 Prior acts confirmed

18.04.060 Water service standards

18.04.080 Trash and garbage collection

18.04.090 Fire hydrant specifications

18.04.110 Annexation procedures

18.04.120 Water service--Requirements and procedures

18.04.130 Requirements and procedures for project review

18.04.140 Regulations for water line extensions

18.04.150 Backflow and cross connection control

18.04.160 Use, construction, repair, and maintenance of sidewalks and sidewalk easements

18.04.161 Sidewalk construction standards

18.04.162 Failure to maintain sidewalk; notice to owner

18.04.163 Commercial or noncommercial use of public sidewalks

18.04.164 Sidewalk width requirement

18.04.165 Blocking or parking on sidewalks

18.04.166 Determination by town engineer of need for sidewalk reconstruction; public hearing required

18.04.167 Standard irrigation and landscaping specifications

18.04.168 Prohibited trees

18.04.169 Financial assistance from the town for sidewalk repair

18.04.010 Creation

A. The Unincorporated Town Government Law, NRS 269.500 et seq., is adopted.

B. Minden, Douglas County, state of Nevada, is created as an unincorporated town. (Ord. 351 §3 (part), 1980.

Top

18.04.020 Boundaries

A. The boundaries of the Town of Minden shall be all of the lands as described in Title 18: Appendix B Minden Town Boundary.

B. The amended boundaries shall not take effect until the plat or map incorporating the legal description inTitle 18: Appendix B Minden Town Boundary is filed with the Office of the County Recorder as prescribed in NRS 269.650. (Ord. 1367, Ord. 1243, 2008; Ord. 1157,

2006; Ord. 812, 1998; Ord. 738, 1996; Ord. 591, 1993; Ord. 561, 1992, Ord. 379 §2(part), 1981; Ord. 351 §3(part), 1980; Ord. 1243, 2008);

Top

18.04.030 Services

A. The town shall provide the following services to its residents:

1. Volunteer fire and police protection systems in conjunction with county, state and/or volunteer fire and police protection systems;
2. Drainage;
3. Solid waste disposal;
4. Parks;
5. Recreation;
6. Streets, alleys, sidewalks;
7. Street lights;
8. Water distribution;
9. Acquisition, disposal, annexation or de-annexation, maintenance and improvement of town property provided the town advisory board presents any proposed acquisition, disposal, annexation or de-annexation, maintenance and improvement of town property to the board of county commissioners for review and approval.

B. The services enumerated in this chapter are to be administered by a town advisory board. (Ord. 351 §3(part), 1980)

Top

18.04.040 Town advisory board

A. The town advisory board shall have all those powers set forth in NRS for unincorporated towns in order to properly administer the services outlined in section 18.04.030. These powers include, but are not limited to, the setting of fees to offset the cost of the services.

B. Town advisory board members shall be selected and serve as follows:

1. The town advisory board shall consist of five members.
2. Each member of the town advisory board shall be a resident and qualified elector in the town.
3. The members of the town advisory board shall initially be appointed by the board of county commissioners from among those persons in the town who possess the qualifications required by subdivision 2 of this subsection. These appointed members shall serve until the first Monday in January, 1981. At the expiration of the appointed term, these two seats shall be filled by any resident and registered voter of the town of Minden receiving a majority of the ballots cast in the general election of November 1980, to serve a term of four years.
4. Three members of the town advisory board shall initially be appointed by the board of county commissioners from among those persons in the town who possess the qualifications required by subdivision 2 of this subsection. These appointed members shall serve until the first Monday in January, 1983.

At the expiration of the appointed term, these seats shall be filled by any resident and registered voter of the town of Minden receiving a majority of the ballots cast in the general election of November, 1982, to serve terms of four years.

5. All seats on the town advisory board for the town of Minden shall, after being filled by residents and qualified voters as required by subdivisions 3 and 4 of this subsection, thereafter be filled by the individual receiving a majority of the ballots cast in the general election immediately preceding the expiration of a four-year term.

6. Each town board member will assume office on the first Monday in January following his or her election.

7. The members of the town advisory board may serve with compensation as set by resolution of the board of county commissioners.

8. A vacancy which may occur during the term of a town board member will be filled by appointment of a qualified resident by a majority of the board of county commissioners. An appointed town board member shall serve the remainder of the term of the departed town board member. (Ord. 388 §2, 1981; Ord. 351 §3(part), 1980)

Top

18.04.050 Prior acts confirmed

By this chapter the board of county commissioners ratifies, confirms and approves all prior acts of the existing town board of Minden prior to the adoption of the ordinance codified in this chapter. (Ord. 351 §3(part), 1980)

Top

18.04.060 Water service standards

A. No direct taps to AC pipe mains are allowed. All main connections are to be with service saddles. For services larger than on inch, a double strap is required. Saddles must be Ford or town-approved equivalent. Saddles must be tapped for C.C. threads or I.P.S. threads.

B. Corporation stop must be compatible with polyethylene plastic pipe iron pipe size. Corporation stops having C.C. threads must be used with saddles having C.C. threads. Corporation stops having I.P.S. threads must used be with saddles having I.P.S. threads. Approved corporation stops 3/4" and 1" are as follows:

Ford Type F600 C.C. X Copper Flare
Type F700 I.P.S. X Copper Flare
Mueller H-15005 C.C. X Insta-tite
H-15026 I.P.S. X Intsa-tite
H-15009 C.C. X Mueller 110 Compression
H-15029 I.P.S. X Mueller 110 Compression
H-1500 C.C X Copper Flare
H-15025 I.P.S. X Copper Flare

C. Polyethylene pipe I.P.S. with either a 160 psi or 200 psi rating is required.

D. Mueller/McCullough Thermal Coil meter boxes containing 1 each angle meter stop with lock wing and 1 each meter coupling are required. Minimum depth of box is 30". 15" diameter box for single 5/8" X 3/4" meters 18" diameter box for single 1" meter or tandem 5/8" X 3/4" meters. For more specifics contact Minden Town office.

E. A one-inch schedule 80 PVC spool or a one-inch schedule 40 bronze spool must used in place of 5/8" X 3/4" meters. A 1-1/4-inch schedule 80 PVC spool or 1-1/4" inch schedule 40 bronze spool must be used in place of one-inch meter.

F. All customers must provide their own shut-off valve downstream of the Town's shut-off

valve.

G. Services larger than one inch must be reviewed and approved by the town engineer before construction. (Ord. 513, 1990; Ord. 370 §1, 1981)

Top

18.04.080 Trash and garbage collection

A. Residential.

1. Trash and garbage collection by the town is mandatory for all residential areas within the boundaries of the town of Minden. Regardless of the party to whom bills are normally sent by the town, the duty to pay for trash and garbage collection service belongs to the record owner of the parcel of real property to which the town provides the trash and garbage collection service. Unless prior arrangements are made in writing and signed by both the record owner of the parcel to be served and an authorized representative of the town, the town will send all bills to the last known mailing address of the record owner shown annually on the Douglas County Assessor's rolls.

2. Containers. Only curbside carts provided to each customer by the town may be used by customers for town trash and garbage service. Curbside carts are available in the following sizes: 65 gallons, and 105 gallons. Only trash contained within curbside carts will be collected, except on the third week of the month, as explained in paragraph 6 below.

3. A limit of 4 curbside carts may be used by a single residence, provided that all trash and garbage in those containers originates at the residence being served by the town and further provided that the residence is not also serving a commercial use.

4. Trash and garbage will be collected at least one time each week.

5. Deleted

6. Extra residential trash will be picked up on the third pickup day of every month on the regular day of service. Extra trash must be placed in plastic bags of at least 30-gallon size and must not exceed 50 pounds or the capacity of the curbside cart, whichever is less. Branches may be placed out as extra trash and garbage if properly bundled.

7. Any discarded kitchen appliance or other item of refuse being disposed of contains Freon or any similar gas will be picked up by the town and disposed of only after prior arrangements are made through the town office. The charge for this service will be the price set forth on the town's current schedule of rates for trash and garbage collection or the actual cost to the town, including the processing charge, whichever is greater.

8. a. Yard waste, including grass, leaves, weeds and small prunings, may be disposed of by taking part in the town’s green waste program. This is an optional program for customers who choose to take part in the special pickup of yard waste and is available for no extra charge. Green waste is collected once a week. Brown curbside carts are provided to each resident for the sole purpose of collecting green waste. Owners of residential lots larger than one-half acre may request up to four (4) brown curbside carts for the collection of green waste. Definition of Green Waste: Lawn clippings, leaves, thatch, straw, livestock bedding, horse and cow manure, wood chips, saw dust, branches, prunings, brush, weeds, pallets, and, except as noted immediately hereafter, refuse of similar, natural composition. Materials that will not be picked up as yard waste include household trash and garbage, plastic, rocks, dirt, sod, concrete, treated wood, septic waste, bio-solids, and pet feces.

b. Contamination of green waste is cause for discontinuance of green waste service. A resident who disposes of unacceptable items in the resident’s green waste containers will

receive a written warning from the town by U.S. mail. Three repeated offenses occurring in one year will be grounds for termination of green waste service to the customer whose premises are found in noncompliance with this regulation. Violators will receive a certified letter notifying them that a violation has occurred.

9. Not more than twice each year, conditioned upon availability, a dumpster will be provided free of charge to any residential customer for seven (7) days and emptied all seven (7) days, as necessary. After the initial seven (7) days, the standard rate will be charged each time the dumpster is dumped.

B. Commercial.

1. Garbage collection by the town is mandatory for all commercial entities with the town of Minden except tire stores, who may haul their own used tires, and medical-care providers, who must have their medical waste picked up and disposed of in accordance with federal and state law and regulations. Regardless of whether the customer uses the trash and garbage collection service, the minimum charge set for the in the town's currently applicable Schedule for Trash and Garbage Collection will be assessed according to the town's currently applicable Schedule for Trash and Garbage Collection. Irrespective of the party to whom bills are normally sent by the town, the duty to pay for trash and garbage collection service belongs to the record owner of the parcel of real property to which the town provides the garbage collection service. Unless prior arrangements are made with the town office in writing and signed by the record owner of the parcel to whom the town provides the service and an authorized representative of the town, the town will send all bills to the last known mailing address of the record owner to whose parcel service is being provided as shown annually on the Douglas County Assessor's rolls.

2. Except as provided for in this section, the town will provide dumpsters for all commercial areas served. Trash and garbage collection will be scheduled by the customer with the town staff and will occur when required. The town reserves the right to enter into an agreement with a third party to serve any customer, such as one with a large trash compactor, whose garbage or trash collection needs exceed the town's ability to meet such a need. In such a case, the town reserves the right to charge the customer the actual rate charged to the town in addition to the town's reasonable overhead processing charges.

3. All new commercial customers using dumpsters must provide enclosures approved by the town. Existing customers without enclosures must construct enclosures when the parcel of real property upon which their business is located is zoned differently, granted a special use permit, remodeled or added to, or sold or otherwise transferred to a new owner.

4. Commercial customers are responsible for the maintenance of dumpster enclosures. Enclosures must be kept clean and sanitary. Excessive trash and garbage must not be allowed to accumulate in the enclosure area. No medical waste or hazardous materials may be deposited in any trash or garbage receptacle or enclosure. Enclosures must not be used as storage areas or for any purpose other than containing dumpsters. All gates and latches must be maintained in safe and proper working order. When snow conditions exist, all snow must be removed from in front of and inside the enclosure by 9:00 a.m. on the day of service.

When enclosures do not meet the above requirements, the dumpsters within or near them will not be dumped and the refuse in the vicinity will not be picked up by the town until the problems are remedied and the customer calls the town office requesting a call back for reinspection of the premises and the town's representative certifies that the customer's parcel

meets the conditions for trash and garbage pickup. In such cases, a reasonable call-back fee will be charged.

If any trash-collection customer of the town willfully disposes of, or willfully allows others to dispose of, any medical waste or hazardous material in violation of any federal, state or local law or ordinance defining those terms, the town, after public hearing at which the customer alleged to be in violation may present evidence in its defense, may impose a daily fine or penalty against the customer, in accordance with the town's current Schedule of Rates for Trash and Garbage Collection, in addition to any fines or penalties imposed by other federal, state or local authority, until compliance is achieved.

5. The town reserves the right to charge a fee not to exceed twice the normal collection rate for dumpsters that are excessively overloaded. Dumpsters are excessively overloaded when the lid cannot come within 12 inches of closing. For the amount set forth in the town's currently applicable Schedule of Rates for Trash and Garbage Collection, extra pickups will be made upon request within 24 hours of the town's acknowledgment of receipt of the request.

6. Warning: a dumpster on wheels is a dangerous instrumentality; it may cause injury to property or persons during periods of high winds or inappropriate use. Customers should keep dumpsters securely in place within approved enclosures, behind latched gates, to avoid possible accidents and ensuing liability.

7. Two-yard dumpsters will be provided to commercial customers, including contractors, on a temporary basis. A monthly no-activity fee will be charged for such dumpsters according to the town's currently applicable Schedule of Rates.

C. Rates.

1. The town board will establish collection rates for residential and commercial uses. New rates will take effect July 1 of each year after public hearings conducted in two consecutive months during regular town board meetings. Until rates are revised, the town's currently applicable Schedule of Rates for Trash and Garbage Collection will continue to apply. Rates must be written and available for public inspection and reproduction on request. The town may assess a reasonable photocopy charge for extra copies of the town's currently applicable Schedule of Rates for Trash and Garbage Collection.

2. Upon at least 30 days' advance public notice, the town board may change the rates as required to meet the expenses and budget requirements of the trash and garbage enterprise fund.

3. All revenues must be placed in the trash and garbage enterprise fund and used solely for indirect and direct costs related to the fund.

4. Billing intervals and procedures must be established by the town board at a regularly scheduled meeting.

5. After town water service is discontinued for nonpayment of trash or water bills, it may be restored pursuant to the provisions of 18.04.120(G).

D. Penalties for nonpayment of bills.

1. Any bill not paid within 30 days of presentation is delinquent.

2. A penalty of one percent (1%) per month on principal shall be imposed on delinquent bills for each 30-day period, or portion thereof, that a bill remains unpaid.

3. Any customer who has a bill or a portion of a bill that is 60 days or more delinquent shall have water service disconnected to the customer's premises, and a lien for all delinquent sums may be placed upon the parcel of real property receiving water service by recording a

claim therefor in the official records of Douglas County, Nevada. The town shall send a written notice of the filing of the lien claim to the record owner of the property. The record owner is the person or entity in whose name title to the real property is shown on the official records of Douglas County, Nevada. The lien may be foreclosed by filing and litigating an action against the property and its owner in small claims court or justice court for the East Fork Township in the manner provided in chapter 108 of the Nevada Revised Statutes for foreclosing a mechanic's lien, or, if the amount owing is within the jurisdiction of the district court, by filing and litigating such an action, in the same manner, in the Ninth Judicial District Court of the State of Nevada in and for the County of Douglas. The town shall be entitled to reasonable compensation for attorney's fees and costs incurred by the town in all collection and lien foreclosure actions it initiates under this ordinance.

4. Payments shall be applied first to late interest charges, with the balance being applied to the principal most in arrears.

5. After water service is discontinued for non-payment, it may be restored pursuant to the provisions of section 18.04.120(G)

E. Definitions.

As used in this section and chapter of the Douglas County Code:

1. "Medical waste" has the meaning as ascribed to it in 49.C.F.R. Part 173, Appendix G "Definition of Regulated Medical Waste," as amended.

2. "Hazardous material" means any substance:

a. The presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; or

b. Which is or becomes defined as a hazardous waste, hazardous substance, pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. section 6901 et seq.); or

c. Which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, thethe State of Nevada, or any political subdivision thereof; the Underground Storage Tank Act (42 U.S.C. section 6991 et seq.); the Toxic Substances Control Act and the Clean Water Act (33 U.S.C. section 301 et seq.); all applicable provisions of the Nevada Revised Statutes, or

d. The presence of which on the premises causes or threatens to cause a nuisance upon the premises or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the premises; or

e. The presence of which on adjacent properties could constitute a trespass by a Lessee; or

f. Without limitation which contains gasoline, diesel fuel or other petroleum hydrocarbons other than in vehicles accessing the premises for normal business purposes; or

g. Without limitation which contains polychlorinated bipheynols, (PSCs), asbestos or urea formaldehyde form insulation; or

h. Without limitation which contains polyclorinated bipheynols (PSBs), asbestos or urea formaldehyde form insulation. (Ord. 958, 2001; Ord.679, 1995; Ord. 556, 1992; Ord. 429 §1, 1984; Ord. 368 §1, 1981)

F. Application for service. A signed application form is a written request for service. Filing

such an application does not bind the applicant to take service for a period longer than that upon which the monthly service charge is based; neither does it bind the town to serve except under reasonable conditions. Each applicant for service shall be required to sign, on a form provided by the town, an application which shall set forth:

1. Date of application;
2. Name of applicant;
3. Location including physical address of premises to be served and whether size of parcel is less than one-half acre;
4. Initial number of curbside carts requested;
5. Date applicant will be ready for service;
6. Whether the premises have theretofore been supplied with water service by the town;
7. The number of dwelling units, if any, already being served and the number of dwelling units to be served;
8. Address to which bills are to be mailed or delivered; and
9. Whether the applicant is the owner, tenant of, or agent for the premises and, if tenant or agent, the name of the record owner of the property.

G. The town board may make available to the residential and commercial customers of the town's garbage collection service a program for the separation at the source of recyclable material from other solid waste originating from residential and commercial premises and public buildings where trash and garbage collection services are provided for the collection of solid waste. (Ord. 1282A, 2009; Ord. 1255, 2008; Ord. 958, 2001; Ord.679, 1995; Ord. 556, 1992; Ord. 429 §1, 1984; Ord. 368 §1, 1981)

Top

18.04.090 Fire hydrant specifications

A. Fire hydrants installed in the town of Minden shall meet the following standard specifications in any public or private works construction:

1. Hydrants shall be of the "dry barrel" design.
2. Hydrants will have a minimum 150 p.s.i working pressure.
3. The inside diameter of the barrel of any fire hydrant shall not be less than seven inches.
4. The operating nut shall be covered by a weather shield.
5. The operating nut of each fire hydrant shall open to the left (counter-clockwise) and shall be of the pentagon shape, one and one-half inches point of the nut to the flat portion of the nut.
6. The design of the fire hydrant shall not include any aluminum components on interior sections of the hydrant.
7. The fire hydrants shall be equipped with an oil reservoir.
8. The operating mechanism in the top of the hydrant shall be of the "dry type" and be sealed with "O" rings. Any lubricant lost during shipping and storage is to be replaced prior to the time that the fire hydrant is installed. The top or "bonnet" shall be attached with bronze or iron threads.
9. Nozzle outlets must be of a minimum of 18 inches from the ground level to the flange.
10. There shall be two hose nozzles, size two and one-half inches N.S.T., and one

steamer (pumper) nozzle size four and one-half N.S.T. Nozzle caps are to be chained to the hydrant barrel, and have pentagon wrench lugs. All nozzles must be threaded into the barrel or caulked with lead.

11. All hydrants must be guaranteed to deliver 600 g.p.m. at 150 p.s.i. from the steamer nozzle, friction loss in the hydrant not to exceed two and one-half pounds at 150 p.s.i. Each two and one-half inch nozzle must deliver 250 g.p.m. with a friction loss not more than two pounds at 150 p.s.i. All hydrants must have written guarantees.

12. All hydrants must be designed so that the upper barrel may be rotated 360 degrees.

13. Hydrants shall be constructed so that extensions in multiples of six inches may be added to raise the upper barrel.

14. Hydrants are to be of the "traffic design," so that a breaking point shall be provided at or near the ground level. They must be guaranteed to break away without damage to the hydrant barrel, the valve stem or the main valve. The main valve shall be constructed so that it will not open if the hydrant is knocked from its installation place.

15. The design is to include bronze facing seat rings.

16. Hydrants are to be of a low profile design, with nozzle caps to be supplied with non-kinking type chain securely attached to the hydrant body.

17. The main valve shall close with the water pressure. All working parts, including the main valve and seat ring, are to be completely removable through the top of the hydrant. The main valve is to be bronze and the facing against the seat shall be rubber.

18. Two drain openings must be provided to drain the barrel completely when the hydrant is closed.

19. The inlet connection shall be mechanical or ring-tight design with two strapping lugs. The connection is to be for a six inch water pipe.

20. Painting for the above ground hydrant body shall have a suitable prime coat followed by not less than two coats of chrome yellow high gloss enamel, as recommended by Pamphlet No. 291 of the National Fire Protection Association.

21. The fire agency and water system having jurisdiction shall approve the type, style, model and manufacturer of all fire hydrants prior to their installation.

22. Installation of fire hydrants shall be to specification as indicated in the county "Standard Details for Public Work Construction" drawing number 3-1.1(307).

B. Fire hydrant use.

1. No person shall use or operate any hydrant or other valves installed on any water system within the town of Minden intended for fire suppression purposes unless approval has been granted by the fire chief or the local jurisdiction controlling water systems.

2. Persons operating the fire hydrants shall use only an approved tool to open and close the operating nut.

C. Punishment for violations.

1. Persons violating the above items are subject to the impoundment of equipment and appurtenances and a fine of $100 for the first offense, and impoundment and a fine of $250 for each successive violation.

2. This section does not apply to the use of a hydrant or valves by persons employed by Douglas County, the town of Minden, its water company or any fire department personnel. (Ord. 587, 1993; Ord. 579, 1992)

Top

18.04.110 Annexation procedures

Those areas, including subdivisions, which are adjacent or contiguous to the existing boundaries of the town of Minden, and which are in need of being provided with the services enumerated in section 18.04.030 may be annexed to the town under the procedures set out in section 18.01.010. (Ord. 553 §3, 1992; Ord. 446, 1986)

Top

18.04.120 Water service--Requirements and procedures

The residents of the town of Minden (sometimes referred to as the "town") and the duly elected, or appointed, members of its governing body, i.e., the Minden town advisory board ("town board"), believe that the ordered growth, maintenance of scenic beauty, and quality of life of the town of Minden can only be achieved by the careful husbandry of the town natural resources and the provisions of a well-maintained, properly managed public utility infrastructure.

To perpetuate the continued availability of water resources to the town and its residents, and to insure ample water supplies for the use and enjoyment of future generations the town board does recommend, and the Douglas County board of commissioners does hereby enact, the following ordinance relating to the requirements and procedures for qualifying for water service within the town of Minden.

A. Description of service.

1. Connection: The town will supply water at the customer's service connection line, provided the customer's service connection is made at an existing town distribution line.

2. Area Served. The town will provide water service within the town of Minden. No other areas will be served except upon special authorization therefor by the town board.

B. Application for service. A signed application form is a written request for service. Filing such an application does not bind the applicant to take service for a period longer than that upon which the monthly service charge is based; neither does it bind the town to serve except under reasonable conditions.

1. Each applicant for service shall be required to sign, on a form provided by the town, an application which shall set forth:

a. Date of application;

b. Name and social security number of applicant;

c. Location of premises to be served;

d. Size and location of water resources;

e. Date application will be ready for service;

f. Whether the premises have theretofore been supplied with water by the town;

g. Purposes for which water service will be used: e.g. residential, commercial, etc.;

h. The number of dwelling units, if any, already being served; the number of dwelling units to be served;

i. Address to which bills are to be mailed or delivered;

j. Whether the applicant is the owner, tenant of, or agent for the premises and, if tenant or agent, the name of the record owner of the property.

2. Neither the filing of the application nor the depositing of any sum of money by the applicant shall mandate the town to render service before such time as may reasonably be required by the town to install the required service facilities.

3. Two or more parties who join in one application for service shall be jointly and severally liable for payment of bills and shall be billed by means of single, periodic bills.

4. A customer making any material change in the size, character or extent of the equipment or operations for which the town's service is utilized shall immediately file a new application for such changed or additional service.

C. Billing for payment of rates and charges. The town shall bill the record owner of any property provided service for the payment of the rates and charges specified in this ordinance; provided, however, that the town may bill a lessee or lessees obligated to pay such rates and charges upon written request for such a special billing arrangement being made with the town secretary or executed by both the record owner and the lessee of the property provided service. The rates and charges shall constitute a charge against the record owner and the real property irrespective of the person billed therefor or requested to be billed therefor.

D. Rates for water service:

1. Water service rates. Initial rates for commercial and residential water service, for connection to the town water system and inspection, and for commercial and municipal swimming pools, schools (including athletic fields), and open areas were adopted by the town board in February of 1985; amended rates were adopted by the town board in August of 1989; the amended rates are ratified by the adoption of this amended ordinance. These rates may be changed from time to time by the affirmative vote of at least three of the members of the town board, after the board has given at least 30 days public notice, which notice shall be published in a newspaper published in Douglas County, Nevada, having a general circulation within the town and following a public hearing before the town board. It shall not be necessary for the board of commissioners to consider such amendments, although, in the case of an allegedly unjustified rate change, any aggrieved person with standing may appeal the rate change to the board of commissioners by filing a notice of appeal with the board of county commissioners not later than ten days after the town board enacts any change in the water rates. For good cause shown the board of commissioners, after a hearing before the board, may substitute a new, reasonable rate for the rate enacted by the town board if the board of commissioners finds the new rate to be arbitrary or unreasonable.

2. Open areas. Open areas shall be defined as all areas defined as "common areas" or "open space" or "open areas" or "public areas" in subdivision or parcel maps or in declarations of conditions, covenants and restrictions applying to condominiums, townhouses, patio homes, planned unit developments and similar developments where homeowners share ownership in common areas, where such areas exceed 10,000 square feet in coverage.

3. All newly-constructed commercial swimming pools, municipal swimming pools, schools (including athletic fields), open areas, and all other users described in classes C-l through and including C-S on the town's current rate schedule must install water meters of a design and specifications approved by the town board (copies of the design and specifications are available at the town office) at the sole cost of such users, and they shall be charged the metered rates indicated on the town's current rate schedule when these users commence taking water service.

All existing commercial swimming pools, municipal swimming pools, schools (including athletic fields), open areas and users described in classes C-l through C-5 on the town's current rate schedule shall be charged the metered rates effective the first month after the town of Minden has completed installation of the meter at all such premises within the same

class or category at the expense of the town of Minden.

E. Penalties for nonpayment of bills.

1. Any bill not paid within 30 days of presentation is delinquent.

2. A penalty charge of ten percent shall be imposed on past-due bills for each 30 day period, or portion thereof, that a bill remains unpaid.

3. Any customer who has a bill or a portion of a bill that is 60 days past due shall have water service disconnected pursuant to subsection G (3) of this section, and a lien for all delinquent sums may be placed upon the property receiving water service by recording a claim therefor in the official records of Douglas County, Nevada. The town shall send a written notice of the filing of the lien claim to the record owner of the property. The record owner is the person or entity in whose name title to the property is shown on the official records of Douglas County, Nevada. The lien may be foreclosed by filing and litigating an action against the property and its owner in small claims court or justice court for the East Fork Township or, if the amount owing is within the jurisdiction of the district court, by filing and litigating such an action in the Ninth Judicial District Court of the State of Nevada in and for the County of Douglas.

4. Partial payments shall be applied to the most recent charges, and remaining arrearages shall continue to accrue interest and penalties.

F. Notices. Notice to a customer must generally be in writing and must personally be delivered or mailed to the customer's last known address. A customer must ordinarily notify the town in writing at the town office. In emergencies, or when truly compelling circumstances so warrant, the town or a customer may make such notification orally, either in person or by telephone.

G. Discontinuance and restoration of service.

1. Discontinuance of service by Customer - Nonemergency.

a. A customer may have service discontinued by giving not less than five days advance notice of such request to the town. Charges for service must be paid through the date of the requested discontinuance or such later date as will provide not less than the required five days advance notice to the town. When such notice is not given, the customer may be required to pay for service through a period of five days after the town has received actual knowledge that the customer has vacated the premises or has otherwise discontinued water service.

b. A customer may request to have service temporarily discontinued at any time. If the request can be granted by the town without incurring a claim for employee overtime, the town will disconnect and, if possible reconnect the service at no charge. Otherwise, the customer will be billed the service charge indicated on the town's current rate schedule.

2. Discontinuance of service by customer--emergency. When an emergency discontinuance is requested by the customer for such reasons as leaks, burst pipes, and the like, the town will make every effort to shut off the service as quickly as possible. In an emergency which occurs during normal work hours, no charge will be made for visits to shut off the service and to restore the service. In an emergency which occurs after normal work hours, the town reserves the right to impose the service charge indicated on the town's current rate schedule.

3. Discontinuance of service by town--wasting water.

a. Noncompliance with ordinance. The town may discontinue service to any customer for violation of this ordinance after it has given the customer at least five days

written notice of such intention. Where the safety of the water supply is endangered, service may be discontinued immediately, without notice to any customer.

b.Where water is being wasted on or about a customer's premises, the town may discontinue the service if such waste is not curtailed within five days after the town has given the customer written notice to curtail such waste. Waste shall be defined as the willful and wanton disregard of the encroachment of running water onto town property or town rights-of-way or onto property not owned by the customer or the customer's landlord where such encroachment persists for a period longer than four hours continuously.

c. Unsafe apparatus; service detrimental to the town or its customers. If any unsafe or hazardous condition is found to exist on the customer's premises, or if the use of water thereon by apparatus, appliances, equipment or any other device is found to be detrimental or damaging the town or its customers, the town may discontinue the service without notice. The town must notify the customer as soon as reasonably possible of the reasons for the discontinuance and the corrective action to be taken by the customer before service will be restored.

d. Fraudulent or improper use of service. When the town has discovered that a customer has obtained service by fraudulent or other improper means, or has diverted the water service for unauthorized use, the service to that customer may be discontinued without notice.

4. Restoration of service.

a. Reconnection Charge.

i. Reconnection following customer requested disconnection. Where service has been disconnected at the request of a customer, service shall be reconnected by the town, upon payment to the town of the reconnection charge indicated on the town's current rate schedule.

ii. Reconnection following involuntary disconnection for general noncompliance with ordinance. Where service has been disconnected by the town because the customer has violated any provision of this ordinance, other than through the circumstances described in section 18.04.120 G 4 (a) (3), service shall be reconnected by the town during normal business hours, upon payment to the town of the reconnection charge indicated in the town's current rate schedule.

iii. Reconnection following involuntary disconnection for fraud, improper use, improper diversion. Where service has been disconnected by the town because the customer obtained the service through fraudulent or other improper means or diverted the water service for an improper use, the town must not restore service to such customer until that customer has complied with all ordinances and reasonable requirements of the town and the town has been reimbursed the full amount of the service rendered and the actual cost to the town incurred by reason of the fraudulent use, together with reasonable attorney's and engineering fees incurred by the town in arresting the improper use, and the customer, additionally, has posted with the town a cash deposit in the sum of $100 which the town shall keep on deposit, interest free, for a period of two years after reconnecting that customer. The deposited funds maybe used by the town to pay delinquent charges or penalties if any such charges accrue in the future.

b. Time of day for restoring service. The town will endeavor to make reconnections during regular working hours on the day of the request, if conditions permit; otherwise, reconnections will generally be made on the regular working day following the day the

request is made. When a customer requests that the reconnection be made during other than regular working hours, the town shall attempt to comply with the customer's request but shall be under no obligation to do so.

2. Refusal to serve. Conditions for refusal. The town may refuse to provide service under any of the following conditions:

a. If the applicant willfully fails to comply with this ordinance.

b. If the intended use of the service is of such a nature that it will be detrimental or injurious to existing customers.

c. If, in the judgment of the town board, the applicant's service installation is unsafe or hazardous or subject to freezing or of such a nature that satisfactory service cannot be rendered.

d. Where service has been discontinued for fraudulent use, the town must not serve an applicant again until the customer has complied with all ordinances and reasonable requirements of the town, including making a $100 deposit as indicated in subsection G (4) (a) (3) of this section, and the town has been reimbursed the full charge for the service rendered and the actual cost to the town incurred by reason of the fraudulent use, including attorney's fees and engineering fees.

H. Permit required for connection and construction.

1. Connection. Connection to the town's water system shall only be made after the issuance of a water permit by the town.

2. Construction.

a. No person, other than employees of the town, persons contracting to do work for the town, or maintenance workers of the town, shall construct or cause to be constructed, or alter or cause to be altered, any public main, service connection, service piping, water pumping facility, or surface water diversion structure of the town or other water facility within the town which would allow connection to the town's facilities, without first obtaining approval of water facilities construction plans from the County of Douglas, obtaining a construction permit therefor, and complying with all applicable federal, state, county and Town statutes, ordinances and codes.

b. The applicant shall submit to the town for approval construction plans and such specifications and other details as may be required to describe fully the proposed construction. The town may require that the plans be prepared under the supervision of and be signed by an engineer of suitable training registered in the State of Nevada.

c. Plans for construction will not be approved by the town for any facility which would constitute a cross-connection.

I. Application for building permit required before issuance of water permit.

1. No water permit shall be issued for a parcel of land unless and until application has been made for a building permit for construction upon the same parcel. Exception: notwithstanding the above, the town may issue a water permit prior to an application for building permit, for good cause appearing, e.g. to serve agricultural or horticultural uses.

2. In the event that a building permit is revoked or expires for any reason prior to the completion of the structure described in the building permit, the water permit shall be void and of no effect. Upon application by the permittee, the town shall refund all fees paid for the water permit, without interest.

J. Waiver of connection and tapping charges.

1. When, after due inquiry and in the opinion of the board, a residential, commercial or

industrial structure being served by a domestic well as defined by chapter 534 of NRS is being adversely affected by pumping from a town owned well, the board shall hold a hearing on the matter at the next regularly scheduled meeting of the board. At the hearing, the board shall, in its discretion, decide whether to waive connection and tapping fees. The board shall consider, among other relevant information, the size, age, depth, and mechanical soundness of the domestic well and its proximity to existing or proposed town wells. If, based upon all of the evidence presented, the board finds that the domestic well is being adversely affected by pumping from a town well, the board may authorize the waiver of connection and tapping fees.

2. The board may also waive connection and tapping fees where the town would be benefitted thereby. It is the intent of this section to authorize the board to waive connection and tapping fees as part of the consideration or as total consideration given in a valid contract with another person. The board may grant such a waiver only after a public hearing on the matter and after finding that this part of the contract is more beneficial to the town than charging the connection fee would be.

K. Disputed bills; testing of meters. Customers with disputes concerning bills may appeal their bills to the town board at any scheduled board meeting. Appeals from decisions of the town board may be taken to the justice court of East Fork Township.

The town will test a customer's water meter at no charge to the customer not more often than once each year where the customer in writing addressed to the town board objects to a meter reading within ten days of receiving a periodic statement from the town for water service. (Ord. 513, 1990; Ord. 466 §1, 1987)

Top

18.04.130 Requirements and procedures for project review

A. All persons or entities or combinations of persons or entities proposing to develop projects described in section B, infra, within the town of Minden must apply to and receive consideration from the town advisory board before commencement of construction of the proposed project.

B. Projects contemplated by this ordinance shall include the following:

1. Parcel maps;
2. Subdivisions;
3. Planned unit development;
4. Commercial building or construction;
5. Industrial building or construction;
6. Public use building or construction;
7. Parking lots;
8. Parks or improved open space areas;
9. Drainage projects;
10. Mobile home parks or subdivision;
11. Apartment, condominium, or townhouse projects with two or more dwelling units;
12. Any additions or alternations of any of the above projects which require county design review; or
13. Signs and signage.

C. The town advisory board shall review each project at a duly noticed public hearing for its impact on town services, including but not limited to, streets, alleys, sidewalks, street

lighting, drainage, fire protection, parks, recreation, and solid waste collection. Following the public hearing the town advisory board shall make its recommendation to the board of commissioners for approval, denial or conditional approval. The town advisory board may recommend the applicant mitigate such impact by construction of facilities, dedicating land, or paying in-lieu fees as are reasonably required to serve the proposed project.

D. Each applicant must pay to the town of Minden at the time of filing a minimum fee of $75.00. In addition to the above deposit, each applicant shall reimburse the town of Minden for all special expenses reasonably incurred by the town advisory board, its staff, and consultants, including, but not limited to, legal and engineering expenses, in the process of reviewing the project. The town advisory board shall approve the fees charged.

E. Each applicant shall supply any additional information reasonably required by the Town Advisory Board to determine the financial liability, the aesthetic quality, and the engineering adequacy of the proposed development. (Ord. 585, 1993; Ord. 578, 1992)

Top

18.04.140 Regulations for water line extensions

A. General requirements. Any applicant who wishes to have water service extended to a parcel not currently served by the town of Minden must apply for that service by writing a letter to the town board setting forth that request and must submit plans to the town engineer for approval. Thereafter, the applicant must make proper arrangements to and appear before the Minden town board at a regularly scheduled meeting at which time the applicant's request for line extension will be considered and decided. Upon approval of the applicant's request, the applicant will deposit with the town either a letter of credit or cash equal to 150% of the estimated cost of the water main extension. Unless otherwise determined by the town, the extension shall be constructed by the applicant and payment shall be made from the applicant's deposit, after completion of the extension, final inspection and acceptance by the town engineer of the line extension.

B. Main extension charges. Applicants for a water main extension are responsible for payment of the entire cost of the extension. The size of the line will be determined from the town water distribution system plan, but in no case shall the line be of a size or capacity less than that necessary to provide adequate fire protection for the property being served.

C. Dedication of facilities. Any facilities installed pursuant to this rule become the property of the town, after they have been inspected and approved by the town.

D. Manner of extension. Applicants extending a water main shall extend the main along the entire frontage of the applicant's parcel unless it is found by the town engineer to be physically impractical or unnecessary to do so. Applicants shall be required to construct all lines in compliance with the town of Minden water distribution system plan as approved by the board from time to time. A copy of the most recent Water Distribution System Plan is available at the town offices during business hours.

E. Each applicant is entitled to reimbursement of a proportional share of the cost of the line extension. Owners of parcels connecting to the water main extension shall reimburse the original applicant a sum of money derived by multiplying the original cost of the line extension without accrued interest, by a fraction in which the numerator is the acreage of land to be served under the new application and the denominator is the total potential land area within the existing subdivision or geographical area served by the water main extension. This sum must be paid by the new applicant directly to the original applicant before the newly

connecting owner connects to the water main. Any disputes concerning the proper interpretation of this rule will be resolved, upon proper notice and hearing, by the town board.

F. The town secretary shall reimburse to applicant any monies from the original deposit not expended on the water main extension, without interest.

G. New applicants to connect to a water main shall be responsible for determining to whom and in what amount to pay reimbursement of water main extension costs. Original applicants shall also be responsible for notifying subsequent applicants of their duty to contribute to the cost of the water main extension. The town shall never be held liable for the failure or refusal of any applicant to request or to pay proportional reimbursement to any other applicant or to pay any sum to any participant in the line-extension process. (Ord. 555, 1992)

Top

18.04.150 Backflow and cross connection control

The provisions of Appendix E of Title 20 are adopted for the town of Minden water system. The Minden Town Board may adopt such further regulations for enforcement and compliance as it deems appropriate. References in Appendix E of Title 20 to “County” shall include and are effective in the town of Minden and the town of Minden water system. (Ord. 880, 1999)

Top

18.04.160 Use, construction, repair, and maintenance of sidewalks and sidewalk easements

A. An owner of property within the town shall maintain, reconstruct or repair the public sidewalk on his property or in a public right-of-way that abuts his property as provided herein.

B. The town of Minden reserves the authority to impose assessments or other charges for reconstruction or repair of sidewalks in public rights-of-way in the manner provided by law.

C. Construction, reconstruction, or repair of sidewalks, whether within or outside a public right-of-way, shall be required as a condition of development approval or change of land use

D. Any owner of property within the town is responsible for the following:

1. The repair and reconstruction of a public sidewalk on his property or in the public right-of-way that abuts his property if the owner caused the need for such repair or reconstruction.

2. The general maintenance of a public sidewalk on his property or in the public right-of-way that abuts his property, including, without limitation, sweeping, removing snow, ice, debris and other obstructions to safe pedestrian passage, as needed; removing weeds and filling cracks, as needed; grinding down bumps in the sidewalk where such grinding can be done without damaging or destroying the traveled surface of the sidewalk; and trimming, pruning and controlling limbs and roots of any grass, shrubs or trees that encroach on the sidewalk.

E. The owners of all commercial property must remove snow from the sidewalk on or abutting their property within twelve hours after the cessation of each snowfall.

F. This ordinance does not enhance or diminish the liability of the owners of any property to any person injured as a result of the failure of the owner to abide by the requirements of this section. (Ord. 1072, 2004)

Top

18.04.161 Sidewalk construction standards

The Douglas County design standards for construction of sidewalks are adopted by the town, with the additional requirement that all sidewalks be constructed with fiber-reinforced concrete. The town may elect to upgrade its sidewalks in certain portions of the historic areas of Minden. In the event that reconstruction is required pursuant to Section 18.04.160(D) (1), the cost of any reconstruction or repair of the sidewalks shall be borne proportionately by the abutting landowner and the town, with the abutting landowner being responsible for that portion of the expense he would have borne had the standard, as opposed to upgraded, sidewalk section been constructed abutting his property, and with the town bearing the balance of such expense. (Ord. 1072, 2004)

Top

18.04.162 Failure to maintain sidewalk; notice to owner

A. If the owner of property does not comply with this ordinance, the town public works manager shall notify the owner, in writing, and request the owner to perform the required maintenance, repair or reconstruction, or enter into a compliance agreement with the town.

B. If the owner of property fails or refuses to perform the required maintenance, repair or reconstruction, or to enter into a compliance agreement with the town, then the town may take enforcement action as follows:

1. The town public works manager or other representative of the town may request that the matter be placed on the agenda of the town advisory board. Written notice to the owner of the time and place of the hearing, together with a specific list and description of the required maintenance, repair or reconstruction, will be given not less than ten days before the hearing.

2. If after the hearing, the town advisory board determines that the owner is out of compliance with the ordinance, it may order the required maintenance, repair or reconstruction within a reasonable period of time, taking into consideration the cost of such maintenance, repair or reconstruction, together with considerations of the public health, safety and welfare. The order will be reduced to writing and served on the owner, by first class mail or personal service.

3. If the owner fails or refuses to comply with the order within the time allowed, the town may conduct the required, maintenance, repair or reconstruction. The necessary and reasonable expense incurred pursuant to this section shall be a charge against the owner of such lot, block or parcel of land, and the same may be advanced by the town and collected by an action brought on behalf of and in the name of the town against the owner of such lot, block, or parcel of land, as debts of like amount are by law collectible, and shall be a lien upon such lot, block or parcel of land until paid in full including without limitation all interest, costs and attorney's fees incurred in enforcing the owner's obligation to lay, construct, replace, repair, or maintain the designated sidewalk.

4. The remedies for enforcement of this ordinance are cumulative, and not exclusive. In addition to the provisions of this section, violation of this ordinance constitutes a public nuisance, and may be abated or prosecuted in the manner provided by law. (Ord. 1072, 2004)

Top

18.04.163 Commercial or noncommercial use of public sidewalks

A. Except as otherwise provided in this section, no person shall sit or lie down upon a public sidewalk, or upon a blanket, chair, stool, or any other object placed upon a public sidewalk in the town of Minden as it is defined in section 18.04 of the Douglas County Code.

B. The prohibition in section A above shall not apply to any person:

1. Sitting or lying down on a public sidewalk due to a medical emergency;

2. Who, as the result of a disability, utilizes a wheelchair, walker or similar device to move about the public sidewalk;

3. Operating or patronizing a commercial establishment conducted on the public sidewalk pursuant to a street use permit; or a person participating in or attending a parade, festival, performance, rally, demonstration, meeting, or similar event conducted on the public sidewalk pursuant to a street use or other applicable permit.

4. Sitting on a chair or bench located on the public sidewalk which is supplied by a public agency or, with town board approval, by the abutting private property owner; or

5. Sitting on a public sidewalk at a bust stop zone while waiting for public or private transportation.

C. Nothing in any of the exceptions in this section shall be construed to permit any conduct which is prohibited by any provision of federal or state law or the Douglas County Code.

D. No person shall be charged with a violation of this section unless the person engaged in conduct prohibited after having first been notified by a law enforcement officer that the conduct violates this section and given a reasonable time in which to correct the offending conduct.

E. The provisions of this section are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this section, or invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this section, or the validity of its application to other persons or circumstances.

F. Any person who violates this section shall be guilty of a misdemeanor. (Ord. 1072, 2004)

Top

18.04.164 Sidewalk width requirement

Outdoor dining is permitted only where the sidewalk is wide enough to adequately accommodate both the usual pedestrian traffic in the area and the operation of the proposed activity. The outdoor dining area shall leave not less than six consecutive feet of sidewalk width at every point clear and unimpeded for pedestrian traffic.

"Sidewalk" means that portion of a street between the curb lines, or the lateral lines of a roadway, and the adjacent property lines, intended for use of pedestrians and those with disabilities who use wheelchairs or other means of transportation designed for and used by those with disabilities. (Ord. 1072, 2004)

Top

18.04.165 Blocking or parking on sidewalks

A. A person shall not, with the intention of interfering with the free passage of pedestrians thereon, physically block or attempt to block, with his own body or an object or vehicle, that portion of a public sidewalk used for pedestrian travel.

B. A person shall not, with the intent of interfering with the free ingress to or egress from, physically block or attempt to block with his own body or any object or vehicle, the passage of pedestrians or vehicular traffic at an entrance to any public or private property abutting a public sidewalk.

C. o vehicle shall be parked upon or within any sidewalk area or upon any area designated as a public park, except at a permanent or temporary driveway or alley entrance. (Ord. 1072, 2004)

Top

18.04.166 Determination by town engineer of need for sidewalk reconstruction; public hearing required

A. Upon determination by the town engineer that certain sidewalks in the town, whether public or private, are in need of reconstruction, the town engineer shall request that the town board schedule a public hearing before the town board regarding the recommended sidewalk reconstruction.

B. The town engineer or the town office manager shall serve written notice upon the owners of record of the abutting property at least ten days prior to the hearing describing the recommended reconstruction of the sidewalks, notifying the affected property owner of the time and place of the public hearing thereon, which public hearing shall give the property owner an opportunity to be heard, and providing that all direct costs and administrative service charges attributable to the enforcement of this chapter may be made a lien or charge against the abutting property. At the conclusion of the hearing, the town board shall either adopt a resolution requiring the reconstruction, setting a time limit for the reconstruction to be completed, and serving a copy of the resolution on the affected landowner by certified mail, return receipt requested, or the town board shall enter into a consent agreement in which the landowner agrees to do the work of repair at the landlord's expense within a specific time period, or the town board shall make a finding of no cause for issuance of a resolution to the landowner.

C. If the property owner or his representative fails to obtain required building permits or to complete said sidewalk reconstruction as set forth in the resolution within the time limits set forth in the resolution or the consent agreement, the town engineer shall proceed to have the work done by town crews or by contracting for such work in accordance with law. A report of the proceeding and an accurate account of all direct costs and administrative service charges attributable to the enforcement to this chapter and to the aforesaid reconstruction on each separate property shall be made by the town engineer and upon completion of the work, said report and account shall be filed with the town clerk. (Ord. 1072, 2004)

Top

18.04.167 Standard irrigation and landscaping specifications

The following specifications shall apply to all irrigation systems and landscaping, on, in, under, or above the portion of the Town right-of-way that abuts the property of any landowner in the Town. Attached hereto as Exhibit A and incorporated within this ordinance

as though set forth at length as an integral part of the ordinance are Standard Specifications for Domestic Water and Irrigation Systems for landscaping for the town of Minden. A copy of these standard specifications, found in the volume entitled Standard Specifications for Public Works Construction ("Orange Book") which is adopted by this reference and incorporated herein as though set forth at length, verbatim, will be on file for public inspection at the town office, 1604 Esmeralda, Minden, Nevada 89423. (Ord. 1072, 2004)

Top

18.04.168 Prohibited trees

A. The town desires to promote and protect the public health, safety and welfare by prohibiting the planting and care of the types or kinds of trees that may be hazardous to pedestrian and vehicular traffic; susceptible to disease and insects; or injurious to roadways, sidewalks and curbs, by providing for the planting and growing of preferred species of trees for the safety enhancement and beautification of the streets of the town.

1. No person shall plant or along any street, parkway or public place any fruit, nut or seed-bearing tree or trees, unless the town board shall issue a permit therefor, after determining that the roots will not interfere with any public sidewalk, curb, sewer, water and gas lines and that the fruit, nuts, or seeds of such trees will not pose a public hazard.

2. No person shall plant any species of the genus Ulmus (elm) anywhere in the town unless the species have documented resistence to Dutch Elm disease.

3. No person shall plant any species of the genus Populus (poplar/cottonwood/aspen) tree, or the genus Salisx (willow) tree on or along any street, parkway, or other public property. Special exception may be allowed by the town board for the purpose of maintaining riparian vegetation and habitat along the Carson River or other natural riparian areas, including the Cottonwood Slough and the Martin Slough. (Ord. 1072, 2004)

Top

18.04.169 Financial assistance from the town for sidewalk repair

Any lot owner within the Town who desires to repair or replace a sidewalk abutting the lot or lots belonging to that owner, and who has not been served a correction notice within the preceding 30 days, may apply to the town board by filling out and leaving with the town secretary an application for subsidy in repairing or replacing sidewalk. The Town has agreed with its limited resources to pay up to fifty percent (50%) of the reasonable cost of replacing a portion or all of a sidewalk abutting a landowner's lot if the sidewalk needs replacement and it if appears to the Town board that the sidewalk was not originally constructed pursuant to standards that exceed the general standards in Douglas County for sidewalks, provided that all such applications are awarded on a first-come, first-served basis within the Town's budgeted resources for that purpose each fiscal year. Applications either not funded or partially funded for a given fiscal year are eligible for resubmission in a subsequent fiscal year, and they shall be given priority on a first-come, first-served basis ahead of later filed applications. The town engineer shall have the exclusive discretion to determine the reasonableness of the cost incurred, or to be incurred, in all such sidewalk replacements. Any person aggrieved by an adverse decision of the town engineer may appeal that determination to the town board. (Ord. 1072, 2004)

Title 18 Town Annexation and Service Districts

18.06 Gardnerville

18.06.010 Creation

18.06.020 Boundaries

18.06.030 Services

18.06.040 Town advisory board

18.06.060 Prior acts confirmed

18.06.080 Sidewalks

18.06.090 Fire hydrant specifications

18.06.100 Garbage and trash collection

18.06.110 Annexation procedures

18.06.130 Project review procedures

18.06.010 Creation

A. The Unincorporated Town Government Law, NRS 269.500 et. seq., is adopted.

B. Gardnerville, Douglas County, state of Nevada, is created as an unincorporated town. (Ord. 351 §4(part), 1980)

Top

18.06.020 Boundaries

A. The boundary of the town of Gardnerville shall be all of the lands as described in Title 18: Appendix C Gardnerville Town Boundary.

B. The boundary shall not take effect until the plat or the map incorporating the legal description in Title 18: Appendix C Gardnerville Town Boundary is filed with the office of the county recorder as prescribed in NRS 269.650. (Ord. 1357, 2012; Ord. 1206, 2007; Ord. 1198, 2007; Ord. 1160, 2006; Ord. 1078, 2004; Ord. 1029, 2003; Ord. 909, 2000; Ord. 806, 1997; Ord. 772, 1997; Ord. 680, 1995; Ord. 639, 1994; Ord. 564, 1992; Ord. 545, 1991; Ord. 393 §1, 1981; Ord. 387 §1, 1981; Ord. 351 §4 (part), 1980)

Top

18.06.030 Services

A. The town shall provide the following services to its residents:

1. Volunteer fire and police protection systems in conjunction with county, state or volunteer fire and police protection systems;
2. Drainage;
3. Solid waste disposal;
4. Parks;
5. Recreation;
6. Streets, alleys, sidewalks;
7. Street lights;
8. Water distribution;

9. Acquisition, disposal, annexation or de-annexation, maintenance and improvement of town property provided the town advisory board presents any proposed acquisition, disposal, annexation or de-annexation, maintenance and improvement of town property to the board of county commissioners for review and approval.

B. The services enumerated in this chapter are to be administered by a town advisory board. (Ord. 351 §4(part), 1980)

Top

18.06.040 Town advisory board

A. The town advisory board shall have all those powers set forth in NRS for unincorporated towns in order to properly administer the services outlined in section 18.06.030. These powers include, but are not limited to, the setting of fees to offset the cost of the services.

B. Town advisory board members shall be selected and serve as follows:

1. The town advisory board shall consist of five members.

2. Each member of the town advisory board shall be a resident and qualified elector in the town.

3. Two members of the town advisory board shall initially be appointed by the board of county commissioners from among those persons in the town who possess the qualifications required by subdivision 2 of this subsection. These appointed members shall serve until the first Monday in January, 1981. At the expiration of the appointed term, these two seats shall be filled by any resident and registered voter of the town of Gardnerville receiving a majority of the ballots cast in the general election of November 1980, to serve a term of four years.

4. Three members of the town advisory board shall initially be appointed by the board of county commissioners from among those persons in the town who possess the qualifications required by subdivision 2 of this subsection. These appointed members shall serve until the first Monday In January, 1983.At the expiration of the appointed terms, these seats shall be filled by any resident and registered voter of the town of Gardnerville receiving a majority of the ballots cast in the general election of November 1982, to serve a term of four years.

5. All seats on the town advisory board for the town of Gardnerville shall, after being filled by residents and qualified voters as required by subsection 3 and 1 of this section, thereafter be filled by the individual receiving a majority of the ballots cast in the general election immediately preceding the expiration of a four-year term.

6. Each town board member will assume office on the first Monday in January following his or her election.

7. The members of the town advisory board may serve with compensation as set by resolution of the board of county commissioners.

8. A vacancy which may occur during the term of a town board member will be filled by appointment of a qualified resident by a majority of the board of county commissioners. An appointed town board member shall serve the remainder of the term of the departed town board member. (Ord. 388 §3, 1981; Ord. 351 §4(part), 1980)

Top

18.06.060 Prior acts confirmed

By this chapter the board of county commissioners ratifies, confirms and approves all prior acts of the existing town board of Gardnerville prior to the adoption of the ordinance codified in this chapter. (Ord. 351 §4 part), 1980)

Top

18.06.080 Sidewalks

A. An owner of property within the Town of Gardnerville is responsible for:

1. The repair and reconstruction of a sidewalk in the public right-of-way that abuts the property of an owner, if the owner caused the need for the repair or reconstruction.

2. The general maintenance of a sidewalk in the public right-of-way that abuts the property of the owner, including without limitation, sweeping, removal of snow, ice, and weeds, and maintenance of any grass, shrubs or trees that encroach on the sidewalk. (Ord. 1127, 2005)

Top

18.06.090 Fire hydrant specifications

A. Fire hydrants installed in the town of Gardnerville shall meet the following standard specifications in any public or private works construction:

1. Hydrants shall be of the "dry barrel" design.

2. Hydrants will have a minimum of 150 p.s.i. working pressure.

3. The inside diameter of the barrel of any fire hydrant shall not be less than seven inches.

4. The operating nut shall be covered by a weather shield.

5. The operating nut of each fire hydrant shall open to the left (counter-clockwise) and shall be of the pentagon shape, one and one-half inches point of the nut to the flat portion of the nut.

6. The design of the fire hydrant shall not include any aluminum components on interior sections of the hydrant.

7. The fire hydrants shall be equipped with an oil reservoir.

8. The operating mechanism in the top of the hydrant shall be of the "dry type," and be sealed with "O" rings. Any lubricant lost during shipping and storage is to be replaced prior to the time that the fire hydrant is installed. The top or "bonnet" shall be attached with bronze or iron threads.

9. Nozzle outlets must be of a minimum of 18 inches from the ground level to the flange.

10. There shall be two hose nozzles, size two and one-half inches N.S.T., and one steamer (pumper) nozzle size four and one-half inches N.S.T. Nozzle caps are to be chained to the hydrant barrel, and have pentagon wrench lugs. All nozzles must be threaded to the barrel or caulked with lead.

11. All hydrants must be guaranteed to deliver 600 g.p.m. at 150 p.s.i. from the steamer nozzle, friction loss in the hydrant not to exceed two and one-half pounds at 150 p.s.i. Each two and one-half inch nozzle must deliver 250 g.p.m. with a friction loss not more than two pounds at 150 p.s.i. All hydrants must have written guarantees.

12. All hydrants must be designed so that the upper barrel may be rotated 360 degrees.

13. Hydrants shall be construed so that extensions in multiples of six inches may be added to raise the upper barrel.

14. Hydrants are to be of the "traffic design," so that a breaking point shall be provided at or near the ground level. They must be guaranteed to break away without damage to the hydrant barrel, the valve stem or the main valve. The main valve shall be constructed so that it will not open if the hydrant is knocked from its installation place.

15. The main valve opening is to be five and one-half inches or greater.

16. The design is to include bronze facing seat rings.

17. Hydrants are to be of a low profile design, with nozzle caps to be supplied with non-kinking type chain securely attached to the hydrant body.

18. The main valve shall close with the water pressure. All working parts, including the main valve and seat ring, are to be completely removable through the top of the hydrant. The main valve is to be bronze, and the facing against the seat shall be rubber.

19. Two drain openings must be provided to drain the barrel completely when the hydrant is closed.

20. The inlet connection shall be mechanical or ring-tight design with two strapping lugs. The connection is to be for a six inch water pipe.

21. Painting for the above ground hydrant body shall have a suitable prime coat followed by not less two coats of chrome yellow high gloss enamel, as recommended by Pamphlet No. 291 of the National Fire Protection Association.

22. The fire agency and water system having jurisdiction shall approve the type, style, model and manufacturer of all fire hydrants prior to their installation.

23. Installation of fire hydrants shall be to specification as indicated in the county "Standard Details for Public Work Construction" drawing number 3-1.1(307).

B. Fire hydrant use.

1. No person shall use or operate any hydrant or other valves installed on any water system within the town of Gardnerville intended for fire suppression purposes, unless approval has been granted by the fire chief or the local jurisdiction controlling water systems.

2. Persons operating the fire hydrants shall use only an approved tool to open and close the operating nut.

C. Punishment for violations.

1. Persons violating the above items are subject to the impoundment of equipment and appurtenances or a fine of $100 for the first offense, and impoundment and a fine of $250 for each successive violation.

2. This section does not apply to the use of a hydrant or valves by persons employed by the town of Gardnerville, the Gardnerville Town Water Company, Inc., Douglas County, its water company or any fire department personnel. (Ord. 588, 1993; Ord. 463 §1, 1986)

Top

18.06.100 Garbage and trash collection

A. Residential.

1. Mandatory garbage pickup is required for all residential areas within the boundaries of the town of Gardnerville. All annexed areas are required to have mandatory service. The record owner of a parcel of land within the boundaries of the town of Gardnerville shall be billed directly for the monthly garbage pickup rate for the parcel owned, and shall be solely responsible for the payment of the garbage pickup service charged. The record owner of a

parcel of real property receiving garbage collection service will provide, in writing and signed by the record owner, a current address to which bills for garbage collection service will be sent. Until notified of a change of address, the town will send all bills to the last known mailing address of the record owner as shown on the records of the town.

2. Containers shall be provided to each customer by the Town of Gardnerville. Containers shall be ninety (90) gallon capacity, dual purpose semi-automated roll-out carts, and be equipped with a covering to enclose the container. Garbage and trash must be placed within the container, fully closed, and placed at the curbside by the customer. All garbage and trash must be placed completely within the container to be collected. No container will be emptied by the Town of Gardnerville unless it is presented at curbside, and completely closed. The front of the cart shall face the street and multiple containers will be separated by at least 18".

3. There are a maximum of two roll-out carts that will be provided. Additional carts will be charged at the standard quarterly rate as set by the board. These carts may be used by a single family residential unit, provided that all garbage in those containers is contained within each container, lid closed, and originates at that residential unit. A residence that is also serving a commercial use may not use any additional containers without the prior written approval of the Town of Gardnerville.

4. Garbage collection will be made minimum of one time each week and pickup will be at the curb side in the front of the home or in areas served by alleys, to the rear of the home in the alley.

B. Commercial.

1. Mandatory pickup or service is required for all commercial entities within the town of Gardnerville. Exceptions to standard mandatory service for industrial wastes or other specialized wastes shall be determined by the town board. On request of the record property owner, the town will send a bill to a tenant. Irrespective of the party to whom bills are normally sent by the town, the obligation to pay for garbage collection service belongs to the record owner of the parcel of real property to which the town provides its garbage collection service. The record owner of a parcel of real property receiving garbage collection service will provide, in writing and duly signed by the record owner, a current address to which bills for garbage collection service will be sent. Until notified of a change of address, the town will send all bills to the last known mailing address of the record owner as shown on the records of the town.

2. The town will provide two cubic yard dumpsters for commercial customers on request. The town will own and maintain such dumpsters. Collection will be made on an "as required" basis.

3. All dumpsters shall be placed on a minimum six-by-eight foot concrete pad, four inches thick. The top surface of the pad shall be level with the surrounding paved area. All dumpsters shall be enclosed by a six foot fence or wall, with a paved or concrete apron extending a minimum of 36" from the face of the enclosure.

4. All dumpsters and garbage/trash areas shall be maintained in a clean and safe manner, including the removal of fallen leaves and windblown debris that tend to accumulate in the enclosure.

5. As necessary, snow shall be removed by the customer from in front of dumpsters and gates prior to 7:00 a.m.

6. All new commercial customers using dumpsters must provide enclosures approved

by the town as described in the town standard detail for size and orientation options. Existing commercial customers without town-approved enclosures must construct enclosures when the parcel of real property on which the customer's business is located is the subject of rezoning, is granted a special use permit, is the subject of construction for which a building permit is required, or is sold or otherwise transferred to a new owner.

C. Rates.

1. The town board will establish collection rates by resolution for residential and commercial customers or users. The rates will be in effect after public hearings for two consecutive months scheduled during the regular town board meetings. Rates shall be published and be available for public dissemination on request.

2. The town board may change the rates as required to meet the expenses and budget requirements of the trash enterprise fund.

3. All revenues shall be placed in the trash enterprise fund and used solely for indirect and direct costs related to the fund.

4. Except as provided in paragraph 1 of section A of this section, billing intervals and procedures shall be established by the town board at a regularly scheduled meeting.

D. The town board may make available to the residential and commercial customers of the town's garbage collection service a program for the separation at the source of recyclable material from other solid waste originating from residential and commercial premises and public buildings where trash and garbage collection services are provided for the collection of solid waste. (Ord. 1398, 2013; Ord. 1255, 2008; Ord. 962, 2001; Ord. 942, 2000; Ord. 811, 1997; Ord. 748, 1996; Ord. 741, 1996; Ord. 542, 1991; Ord. 464 §1, 1986)

Top

18.06.110 Annexation procedures

Those areas, including subdivisions which are adjacent or contiguous to the existing boundaries of the town of Gardnerville, and which are in need of being provided with the services enumerated in section 18.06.030 may be annexed to the town under the procedures set out in section 18.01.010. (Ord. 634, 1994 amended 18.06.110(E) which was repealed by Ord. 553. Similar language from Ord 553 is codified in 18.01.010; Ord. 553 §4, 1992; Ord. 476 §1, 1987)

Top

18.06.130 Project review procedures

A. All persons or entities or combinations of persons or entities proposing to develop projects described in subsection B of this section, within the town of Gardnerville must apply to and receive consideration from the town advisory board before commencement of construction of the proposed project.

B. Projects contemplated by the ordinance codified in this section shall include the following:

1. Parcel maps;
2. Subdivisions;
3. Planned unit development;
4. Commercial building or construction;
5. Industrial building or construction;

6. Public use building or construction;
7. Parking lots;
8. Parks or improved open space areas;
9. Drainage projects;
10. Mobile home parks or subdivisions;
11. Apartment, condominium, or townhouse projects with two or more dwelling units;
12. Any additions or alterations of any of the above projects which require county design review.

C. The town advisory board shall review each project at a duly noticed public hearing for its impact on town services, including, but not limited to, streets, alleys, sidewalks, street lighting, drainage, fire protection, parks, recreation, and solid waste collection. Following the public hearing the town advisory board shall make its recommendation to the board of commissioners for approval, denial or conditional approval. The town advisory board may recommend the applicant mitigate such impact by construction facilities, dedicating land, or paying in-lieu fees as are reasonably required to serve the proposed project.

1. Each applicant must pay to the town of Gardnerville at the time of filing a minimum fee of $75. In addition to the above deposit, each applicant shall reimburse the town of Gardnerville for all special expenses reasonably incurred by the town advisory board, its staff, and consultants, including, but not limited to, legal and engineering expenses, in the process of reviewing the project.

2. Each applicant shall supply any additional information reasonably required by the town advisory board to determine the financial liability, the aesthetic quality, and the engineering adequacy of the proposed development. (Ord. 634 §2, 1994; Ord. 477 §1, 1987)

Top

Title 8 Health and Safety

8.14 Unlawful Rubbish Disposal and Vehicle Work

8.14.010 Definitions

8.14.020 Public nuisance declared

8.14.030 Unlawful dumping of garbage, rubbish and waste matter

8.14.040 Unlawful vehicle work

8.14.050 Presumption

8.14.060 Notice of violation-Abatement of nuisance

8.14.070 Serving of notice

8.14.080 Appeal to county commissioners

8.14.090 Time limit for removal of nuisance

8.14.100 Abatement by county--Costs to be filed

8.14.110 Collection of assessments

8.14.120 Penalty for violations

8.14.010 Definitions

Whenever used in this chapter, unless the context otherwise requires or specifies, the definitions contained in this section shall apply:

A. "Abandoned vehicle" means any vehicle, or part thereof, which is either:

1. A vehicle to which the registered owner has relinquished all further dominion and control; or

2. A vehicle which is inoperative under conditions indicating the owner has no intention of restoring the vehicle to operating condition. A vehicle without a valid registration currently in effect will be presumed to be an abandoned vehicle.

B. "Garbage" as used in this chapter, means kitchen and table refuse, offal, swill, and other accumulations of animals, vegetables and other matters that attends the preparation and consumption, decay, or dealing in, or storage of meats, fish, fowl, birds, fruits and vegetables.

C. "Rubbish" as the word is used in this chapter, includes and means wood, leaves, dead trees, or the branches of trees, chips, shavings, sawdust, wooden ware, printed matter, paper, boxes, grass, rags, straw and all combustible matter not included in this chapter under the term garbage.

D. "Waste matter" as used in this chapter, means natural soil, earth, sand, clay, gravel, loam, manure, stones, bricks, plaster, cement, crockery, glass, glassware, ashes, metals, tin containers and all other noncombustible materials. (Ord. 328 (part), 1980; Ord. 232 (part), 1975)

Top

8.14.020 Public nuisance declared

The existence of garbage, rubbish, waste matter, abandoned vehicles, and auto bodies, or waste materials of any kind, upon any public or private highway, street, alley or road, or any

lot or parcel of land, whether public or private is a public nuisance, and the removal thereof is necessary to protect the health and safety of the inhabitants of Douglas County. (Ord. 328 (part), 1980; Ord. 232 (part), 1975)

Top

8.14.030 Unlawful dumping of garbage, rubbish and waste matter

It is unlawful for any person to dump, spill, throw, place or bury in any parcel of land, lots, street, highway, gutter, or any alley or in any water or stream or in any canal or ditch within Douglas County, any garbage, rubbish, waste matter, or abandoned vehicle or any other deleterious or offensive substances. (Ord. 328 (part), 1980; Ord. 232 (part), 1975)

Top

8.14.040 Unlawful vehicle work

It is unlawful for any person, firm or corporation to assemble, disassemble, repair, wreck, modify, restore, service, maintain or otherwise work on any vehicle, trailer, camper, trailer coach, boat, motor-driven cycle or similar conveyance upon any highway or street, thereof, either public or private, which is open to the use of the general public; provided, however, that this section shall not apply to emergency repairs which shall not exceed 24 hours. (Ord. 328 (part), 1980; Ord. 247 §1, 1976; Ord. 232 (part), 1975)

Top

8.14.050 Presumption

When any unlawful deposit of material, as set forth in section 8.14.030, includes any evidence which identifies any person, such identification will establish a presumption in any civil action or prosecution under this chapter that such person, firm, or corporation is civilly or criminally responsible for such deposit and liable for the cost of removal and disposition of the unlawful material. (Ord. 328 (part), 1980)

Top

8.14.060 Notice of violation-Abatement of nuisance

A. Any citizen of the county may contact the department of building and safety and register a complaint on a particular lot or parcel of land that is in his or her opinion constituting a nuisance as defined in section 8.14.020.

B. If it is determined that a public nuisance as defined in section 8.14.020 exists on any property which is the subject of a complaint, the department of building and safety shall cause a notice of violation to be issued to abate such nuisance. A notice of violation shall be in legible characters and direct the abatement of the nuisance and refer to this chapter for particulars. (Ord. 328 (part), 1980)

Top

8.14.070 Serving of notice

The notice required by section 8.14.060 may be served in any of the following manners:

A. By personal service thereof upon the owner, occupant or person in charge and control

of the property;

B. By mailing the notice by certified mail addressed to the owner or person in charge and control of the property, at the address shown on the last available assessment role, or as otherwise known; or

C. By posting the notice at a conspicuous place on the property or abutting public right-of-way and insertion of an advertisement at least once a week for a period of two weeks in a newspaper of general circulation in the county. The newspaper advertisement shall be a general notice that the property in the county has been posted in accordance with this chapter, and it shall contain a general statement of the effect of such postings. The date of such newspaper advertisement shall not be considered in computing the appeal periods provided by this chapter. (Ord. 328 (part), 1980)

Top

8.14.080 Appeal to county commissioners

Within 14 days from the date of posting, mailing or personal service of the required notice, the owner or person occupying or controlling such a lot or premises affected, may appeal to the board of commissioners. The appeal shall be in writing and shall be filed with the county clerk. Not less than five days nor more than 15 days after the appeal has been filed, the commissioners, at a regular meeting of that body, upon giving written notice to appellant of the time the appeal shall be heard, shall proceed to hear, and pass upon the appeal, and the decision of the county commissioners thereon shall be final and conclusive. Any person or persons failing to protest as in this section required will be deemed to have waived any and all objections. (Ord. 328 (part), 1980)

Top

8.14.090 Time limit for removal of nuisance

It shall be the duty of the owner, the agent of the owner, or the person in possession of any lot or premises affected by this chapter, within 30 days from the date of notification as provided in this chapter or in the case of an appeal to the county commissioners, within 30 days from the determination thereof, unless the same is sustained, to remove the nuisance as stated. (Ord. 328 (part), 1980)

Top

8.14.100 Abatement by county--Costs to be filed

A. If the party adversely affected by this chapter fails or neglects to remove the nuisance as defined in this chapter, within the time specified in this chapter, the department of building and safety shall cause such nuisance to be abated. At the request of the chief of the department, the abatement may be done by county crews or by private contractors when county crews are not available. A report of the proceedings and an accurate account of the costs of abating the nuisance on each separate property shall be filed with the county clerk.

B. The county clerk shall thereupon set the account and report for hearing by the county commissioners at the first regular or adjourned meeting thereof which will be held at least seven calendar days after the date of filing, and shall post a copy of said report and account and notice of time and place of hearing thereon in a conspicuous place in the Douglas County

courthouse.

C. The county commissioners will consider the report and account at the time set for hearing, together with any objections or protests by any person or persons interested therein who presents a written or oral protest or objection to said report and account. At the conclusion of the hearing, the county commissioners will either approve or disapprove the report and account as submitted, or as modified or corrected by the county commissioners. The amount so approved will be liens upon the respective lots or premises affected, and the county commissioners will adopt a resolution assessing said amounts as liens upon the respective parcels of land as they are shown upon the last available assessment role, and determining that such garbage, rubbish, waste matter or abandoned vehicle, etc., did constitute a public nuisance. It will be the duty of the head of the department of building and safety or his authorized representative to see that said lien is filed.

D. The county clerk may accept payment of any amount due at any time prior to the county commissioners' hearing, as called for in subsection B of this section. (Ord. 328 (part), 1980)

Top

8.14.110 Collection of assessments

After confirmation of the assessment, a copy will be certified to the auditor who is expressly authorized to assume and discharge the duty of collecting the special assessment by adding the amounts of same to the next regular bills for taxes levied against the lots and parcels of land for county purposes, and thereafter the amount will be collected at the same time and in the same manner as ordinary county taxes are collected and will be subject to the same penalties and the same procedure as under foreclosure and sale in case of delinquency, as provided for ordinary county taxes. (Ord. 328 (part), 1980)

Top

8.14.120 Penalty for violations

In addition to any civil remedies set forth in this chapter, the owner, occupant or agent of any lot or premises within the county who permits or allows the existence of a public nuisance as defined in this chapter, upon any lot or premises owned, occupied or controlled by him, or who violates any provisions of this chapter is guilty of a misdemeanor. Each day of any such violation constitutes a separate offense, subject to the penalties defined in this section. (Ord. 645, §16, 1994; Ord. 328 (part), 1980)

(Editor's note: Chapter 8.15 was replaced by 18.06.100 by Ordinance 464 in 1987.)

Top

Appendix H
Douglas Disposal Recycling Plan

DOUGLAS COUNTY RECYCLING PLAN
SUMMARY
August 2013

Douglas Disposal, Inc., (DDI) provides numerous recycling programs in the Carson Valley portion of Douglas County. The Carson Valley programs can be summarized as follows:

Douglas County Transfer Station Recycle Center

- Aluminum, glass, Plastic #1 through #7 and tin food, beverage and other containers
- Cardboard, newspaper, office paper, catalogs, magazines and mixed paper
- Used motor oil, automobile and household batteries, antifreeze and cooking oil

Douglas County Transfer Station – Recycling Fees Apply

- Green waste and clean wood only
- Metals and Appliances
- Computer Monitors

Douglas County Transfer Station Residential Household Hazardous and Universal Waste

Residential Community Recycling Centers

Scarcelli Elementary School

- Aluminum, glass, and Plastic #1 through #7 food, beverage and other containers

Gardnerville Elementary School

- Aluminum, glass, and Plastic #1 through #7 food, beverage and other containers

Jacks Valley Elementary School

- Aluminum, glass, and Plastic #1 through #7 food, beverage and other containers

Topaz Ranch Estates

- Aluminum, glass, and Plastic #1 through #7 food, beverage and other containers

Community Benefit Recycling Programs

Smith's Food and Drug Center

- Aluminum beverage cans – benefits Boy Scout Troop #495

Douglas County Animal Shelter

- Aluminum beverage cans – benefits Douglas Animal Welfare Group (DAWG)

Commercial Recycling Programs

- Cardboard Recycling Route – baled cardboard only
- Office Paper Recycling Program
- Food Waste Recycling

South Tahoe Refuse (STR) services the Tahoe Township portion of Douglas County, including collection, recycling, household hazardous waste and disposal services. Further information on STR programs can be found at: southtahoerefuse.com.

DOUGLAS COUNTY RECYCLING PLAN

August 2013

BACKGROUND

Douglas Disposal, Inc., (DDI) operates the Douglas County Transfer Station, located on Dump Road in Douglas County, Nevada, under a franchise agreement with Douglas County. DDI also provides solid waste collection services for the unincorporated portion of Carson Valley, Douglas County, under the same franchise agreement. Separate solid waste collection services are provided by the Towns of Minden and Gardnerville.

In August 2005, DDI assumed operation of the newly completed Douglas County Transfer Station. Transfer Station per ton tipping fees and DDI collection fees are set by Douglas County. Tip fees are set through the annual rate review process which includes an index formula for increases based on solid waste related costs.

Douglas Disposal, Inc. (DDI) currently operates a recycling program for Douglas County (County) residents and businesses in conjunction with its operation at the Douglas County Transfer Station. The program accepts glass food and beverage containers; plastic #1 (PETE) and plastic #2 (HDPE) and plastic #3 through #7 food, beverage and other containers; tin cans; cardboard, newspaper, office paper, magazines, catalogs and mixed paper; used motor oil and car and household batteries and pays residents for aluminum by the pound. DDI pays for transport and processing of these materials. The cost of these programs is allocated in current rates.

DDI recovers computer monitors and other computer parts and recycles these materials. Residents are allowed one TV or computer monitor, containing cathode ray tubes (CRTs), per day at the regular tonnage rate. Businesses with CRTs pay for the cost of recycling them through a tip fee at the Transfer Station. DDI also recovers steel and appliances for recycling, which is paid for through Transfer Station tip fees.

DDI operates a green waste program, with a reduced tipping fee for “clean, green” loads from residents at the Douglas County Transfer Station. Vegetation and wood waste is composted in the Carson Valley with Bently Agrowdynamics and Full Circle Compost. Over 1470 tons of green waste is composted through this program annually. The cost of this program is allocated in current Transfer Station rates.

DDI has participated in numerous programs to encourage residents to reduce wildfire fuels in their neighborhoods. DDI, and STR in the Tahoe-Douglas area, transports and process some of these materials for composting at Full Circle Compost. The Town of Minden currently operates a green waste recycling program.

In addition, DDI operates a food waste recycling program with Walmart stores in the Carson Valley. Clean food and other organic materials are transported from on-site separation bins to Full Circle Compost. 225 tons of food waste was recycled through this program in 2012.

In conjunction with Douglas County, DDI services Residential Community Recycling Centers located at Pa Wau Lu Middle School/Scarcelli Elementary, Gardnerville Elementary and Jacks Valley Elementary Schools and the Topaz Community Center. The recyclables from these Centers are transported to and processed at the Douglas County Transfer Station. DDI services recycling bins for plastic, #1 through #7, and cardboard at Douglas High School.

DDI provides a free aluminum recycling program at Smith's Store, benefiting Boy Scout Troop #495. DDI provides an aluminum recycling program at the Douglas County Animal Shelter at no charge, benefiting the Douglas Animal Welfare Group (DAWG). These programs recycle approximately 5 tons of aluminum cans each year.

Through agreement with Bently Ranch, DDI provides a recycling separation box which accepts plastic and glass from the public at the Bently Biofuels Station. Bently Biofuels also recycles aluminum, including aluminum cans received from the public.

South Tahoe Refuse, in conjunction with DDI, operates a baled cardboard recycling collection route for large generator businesses in the Carson Valley. The cost of this program is offset by the scrap value of the recycled material. Participants may be paid a per ton incentive, depending on the scrap value of the material. This program recycles approximately 230 tons of cardboard from Carson Valley businesses annually. DDI provides a separate cardboard recycling program for several other Carson Valley industries, which are revenue neutral programs.

Finally, DDI operates an office paper recycling program in the Carson Valley paid for by participating businesses and agencies. A special collection route is operated every other Thursday, servicing 2 to 4 yrd boxes of office paper. This material is baled and marketed at the Douglas County Transfer Station. The program recycles approximately 50 tons of office paper annually.

South Tahoe Refuse (STR) services the Tahoe Township portion of Douglas County, including collection, recycling, household hazardous waste and disposal services. Further information on STR programs can be found at: southtahoerefuse.com.

PLAN DESIGN

This Recycling Plan is for the period from January 1, 2014 to December 31, 2019 and is based on several parameters set by the County.

- Douglas County maintains authority over recycling programs in the County. No recycling programs are currently franchised. Each of the towns has the authority to establish recycling programs for their respective service areas. Commercial recycling programs are currently funded privately.

- Residential Community Recycling Centers, located geographically throughout the County, have been determined to be the primary type of residential recycling program for the next 5 year period.

- The current Douglas County Transfer Station allows a recycling processing area of approximately 168’ x 60’. This area is adequate for processing of Community Recycling Centers, but will not accommodate curbside programs.

- DDI had entered into an agreement with a private contractor, Carson Valley Recycle (CVR), to provide voluntary, subscription curbside “blue bag” recycling services to residents within the DDI franchise area. Due to a number of economic issues this program was not self sustaining and was terminated by CVR.

- Upon completion of the Transfer Station facility DDI assumed operation of the household hazardous waste program and continues to operate the used motor and cooking oil and car and household battery recycling programs.

RECYCLING PROGRAM COMPONENTS

The recycling program components build on current programs and operations. Expansion of the programs was made feasible with completion of the Transfer Station facility in August 2001. However, expansion of these programs is also dependent on adequate funding through the rate review process. The commitment to recycle must be firm enough to maintain those programs throughout market fluctuations to assure stable, on-going programs. Estimated costs for the proposed programs will be provided as requested by the County.

TRANSFER STATION RECYCLING PROGRAMS

RECYCLING CENTER DROP-OFF

Residents and businesses "drop-off" recyclables into various bins at a Recycling Center adjacent to the Transfer Station Scalehouse. Payment is made at the Center for aluminum cans. DDI employees shuttle filled containers to the recycling processing area. Materials are unloaded, quality sorted for cross-contamination and stored until sufficient quantities have accumulated for baling. Baled material is stacked until a truckload of each particular material is accumulated. Glass is crushed as mixed cullet. Storage of materials is both indoors and outdoors depending on material type.

The following materials are accepted at the Transfer Station Recycling Center.

	Implement Date
Aluminum cans	8-01
Glass, food and beverage containers	8-01
Plastic #1, i.e., soda and water bottles	8-01
Plastic #2, natural, i.e., milk jugs	8-01
Plastic #2, colored, i.e., detergent and juice containers	8-01
Plastic #3 through #7 – mixed plastic (no Styrofoam)	8-11
Tin cans	8-01
Cardboard	8-01
Newspaper	8-01
Magazines	1-03
Office and Mixed Paper	1-03
Used cooking oil	5-05

The cost of the above programs are included in the current rates.

TIPPING FLOOR OPERATIONS

The following materials are recovered from commercial and self-haul loads on the Transfer Station tipping floor by DDI employees and consolidated into drop boxes:

	Implement Date
Metals	1-01
Appliances - freon removal by DDI vendor	1-01
Milled Wood	1-03
Green Waste	1-03
Cardboard	1-03
Computer Monitors (CRTs) and other computer equipment	1-05

The cost of these recovery tasks is estimated at $10,000 in operating costs and is included in the Transfer Station labor costs.

GREEN WASTE PROGRAM

Green waste is staged at the outdoor concrete tipping area. Clean loads of green waste are received at the Transfer Station from residents at a reduced tipping fee. This material is unloaded by customers at the outdoor elevated tipping area. DDI employees consolidate material recovered from Transfer Station tipping floor operations at the green waste area. DDI employees perform quality control to maintain minimal contamination levels of this material.

Future plans may allow for yard waste collection routes throughout DDI's service area, similar to the program operated by the Town of Minden. A cost analysis of that program will be submitted under separate cover at the County's request.

Green Waste is either processed on-site or top loaded whole for transport to composting facilities in the Carson Valley.

OIL AND BATTERY RECYCLING

Used motor oil products, cooking oil and automobile and household batteries are collected from residents and businesses at the Transfer Station Recycle Center. A double containment waste oil tank is located at this area. Batteries are sorted by type and containerize for transport by authorized haulers.

HOUSEHOLD HAZARDOUS and UNIVERSAL WASTE PROGRAMS

Household Hazardous Waste, including paint, solvents, poisons and corrosive products, are collected, sorted and stored at this area, pending transport by a licensed hazardous waste hauler for recycling and/or disposal at a permitted facility. In addition to battery recycling, a range of universal wastes are accepted at the Transfer Station, including items containing mercury, fluorescent bulbs, and some electronic waste, and are recycled through permitted facilities.

RESIDENTIAL COMMUNITY RECYCLE CENTERS

At the direction of Douglas County, between four and six Community Recycle Centers are provided to serve residents over a period of the next 5 years. These community drop-off points consist of 20 to 30 yard separation boxes with 3 to 6 compartments. There are currently four separation boxes placed within the Carson Valley service area.

Placement of additional boxes will be by mutual agreement between the County and DDI, based on the following criteria:

- Representative service to geographic locations throughout the County,
- Sponsorship of drop-off points, i.e., schools, Towns, GIDs, businesses,
- Funding of capital and operations program costs.

The County and DDI will determine by mutual agreement which mix of materials will be accepted at Community Recycling Center drop-off points. Typical residential recyclables include aluminum, glass, plastics #1, #2 clear and colored, and tin. Newspaper is another high volume residential recyclable, however, because of contamination issues, newspaper must be collected and stored separately from beverage and food containers. Determination as to recyclables will be based on costs of processing and transport, market value, contamination and cross-contamination levels, and operational limitations.

Once placed, separation boxes are serviced by Tahoe Basin Container Company (TBC) on an as-needed basis. Upon a request for service by the site sponsor, TBC schedules a pickup of the container. To avoid cross contamination and illegal dumping at the drop-off points, containers are scheduled for pickup when any single compartment is full. Separation boxes are delivered to the Douglas County Transfer Station recycle processing area, unloaded, quality sorted for cross-contamination and consolidated with Transfer Station recyclables by material type for processing. Overall box weights are taken for each box.

Capital and operating costs of expansion of Community Recycling Center drop-off point programs may be included in the overall Transfer Station tipping fee rates or through an alternative mechanism determined by the County. Capital costs for additional containers and equipment may be off-set through grants from the Nevada Division of Environmental Protection (NDEP).

RESIDENTIAL VOLUNTARY SUBSCRIPTION CURBSIDE “BLUE BAG”RECYCLING PROGRAM

DDI entered into an agreement with a private contractor, **Carson Valley Recycle (CVR)**, to provide voluntary, subscription curbside “blue bag” recycling services to residents within the DDI franchise area. Under this program, residents voluntarily subscribed to the program on a monthly basis for a specific fee. Due to a combination of economic factors, this program was terminated by **CVR** in 2009.

SPECIAL EVENTS

At the request of the organizers, DDI may provide recycling services and assistance to special events occurring in Douglas County. These are events that are of a limited duration and scope, but that may bring increased visitors to the County and may be of higher local and regional visibility for our communities. These services will be tailored through analysis of the anticipated waste stream to target recyclables that can be anticipated from the type of event.

COMMERCIAL RECYCLING PROGRAMS

OFFICE PAPER PROGRAM

One of the longest running commercial recycling programs in the Carson Valley is the Office Paper Recycling Program, paid for by DDI and participating businesses and agencies. Since 1999, a special collection route has operated every other Thursday, servicing 2 to 4 yard boxes of office paper. Original participants, Douglas County, Douglas County School District, Carson Valley Inn and Bently Ranch, continue in this program along with other local businesses. This material is baled and marketed at the Douglas County Transfer Station. The program recycles approximately 50 tons of office paper annually.

CARDBOARD RECYCLING ROUTE

South Tahoe Refuse, in conjunction with Douglas Disposal, operates a baled cardboard recycling collection route for large generator businesses in the Carson Valley. The cost of this program is offset by the scrap value of the recycled material. Participants may be paid a per ton incentive, depending on the current scrap value of the material. This program recycles approximately 230 tons of cardboard from Carson Valley businesses annually. DDI provides a separate cardboard recycling program for several other Carson Valley industries, which are revenue neutral programs.

FOOD WASTE RECYCLING

Food waste recycling is one of the newest and most exciting recycling programs around the nation. While it is mostly available in large cities, DDI is in the unique position of being able to offer this service in the Carson Valley. Businesses who participate in food waste recycling send a distinctly positive message to their customers. Not only does it save landfill space, food waste recycling reduces the production of methane, a green house gas 23 times more potent than carbon dioxide. Additionally, the use of compost fortifies soil and boots crop yield, improves soil water retention and reduces the need for fertilizers and pesticides.

Full Circle Compost, the only food waste composting facility permitted by the Nevada Department of Environmental Protection in northern Nevada, is our strategic partner in this program. A weekly service charge includes the use of 3-yrd containers, weekly pickup and transport, and processing fees at Full Circle Compost. Food waste must be free of contamination, including packaging, labeling and all other non-organic materials. DDI provides on-site assessment of container placement, training and other needs to implement the program.

Food waste recycling requires a strong commitment to assure that the material is compostable. Contamination at one facility will contaminate the entire load, which will, in turn, effect continued participation in the program. The cost of participating in this program may not be a fit for every business, but it should be of interest to business who want to include this in their overall sustainability planning.

OTHER COMMERCIAL RECYCLING PROGRAMS

Other commercial recycling programs include cardboard collection, on-site separation programs for green waste, wood, metals, paper, separation box programs for food and beverage containers, and sludge diversion contracts. Currently, these programs are privately funded, with no impact on Transfer Station or commercial rates. However, these programs benefit residents who participate through their employers and the County, since recyclable and recoverable materials handled by DDI are reported to the County through DDI's reporting system.

Expanded commercial programs can be offered for on-site recycling by large commercial generators, such as County offices, the high school, medical facilities and retail areas. The initial step is to contact potential participants and provide a waste audit to target specific materials. These voluntary programs reduce disposal costs for the business while streamlining handling of the targeted materials. Aluminum, glass and food waste can be targeted at resorts and restaurants. Other specific materials, such as newspaper, can be identified, depending on the commercial operations. DDI can provide on-site training to participating businesses in separating and reducing contamination of materials. DDI will continue to accept other recyclable materials from commercial generators at the Transfer Station facility.

Survival and/or expansion of these programs depends on numerous variables, such as scrap value, distance to market, equipment and labor costs and the commitment of the County and private enterprise to the programs. Transportation costs have increased significantly while processing costs still remain around $100 per ton, depending on the material type and contamination levels. The County will determine how commercial programs are funded.

EDUCTION AND PUBLIC INFORMATION PROGRAMS

DDI will provide public information and education programs covering source reduction, reuse, recycling, composting, diversion alternatives and handling of household hazardous waste (HHW) through several coordinated approaches.

General Public Information

- Maintain a comprehensive brochure outlining available resources for buyback and recycling locations, safe HHW disposal, oil and battery recycling, and yard waste programs. This brochure will be disbursed initially to residential and commercial customers and subsequently through public outreach programs.
- Provide a broad range of information on programs and services on the Douglas Disposal website; douglasdisposal.com.
- Utilize informational materials already available to minimize costs. Use local resources and sustainable products whenever possible to develop and produce materials and minimize waste in production and distribution of materials.

Public Outreach - Schools Programs

- Offer 3-R (reduce, reuse, recycle) school programs and household hazardous waste information at elementary schools within service area, presenting to targeted grade levels or full school assemblies.

- Offer Transfer Station tours to classes, home-school groups and teachers during school year, have tour request forms available locally.
- Coordinate with high schools for on-site recycling of at least two targeted materials with Environmental Club, Spirit Group, or other interested youth group; include Transfer Station tour and information on marketing materials.
- Establish on-site recycling programs at other interested schools and community facilities.

Public Outreach - Community Based

- Provide Transfer Station tours to agencies, organizations and businesses.
- Sponsor/participate in environmental events, such as the Green Living Festival and Washoe Tribe Earth Day.
- Participate in community organizations and events, such as the Carson Valley Chamber of Commerce and Business Council, the Pine Nut Trails Association, the Douglas County Emergency Plan group and the Parade of Lights.
- Provide speaking engagements to community based service groups.
- Seek public input on ways to improve awareness, education and recycling services through web-based contacts and communication.

STATISTICAL REPORTS AND RECORDKEEPING

Disposal and Diversion Reporting Systems

DDI's reporting system will track the marketing of recycled material, utilizing certified weights from receiving processors. A spreadsheet will record each load of marketed materials by type. The marketed totals will be maintained on a monthly basis, with a Summary Report issued each year, appropriate for state reporting purposes.

Appendix I
2012 Recycle Report, Douglas County

	A	B	C	D	E	G	H
1		**FORM A**				**MSW RECYCLING RATE**	
2		**County Name:**	**Douglas County**				
3						**REPORTING PERIOD: 1/1/12 - 12/31/12**	
4							
5		**RECYCLED MSW**				**# OF TONS**	
6		**Paper**					
7			Corrugated cardboard			2,828.35	
8			Newspaper			102.42	
9			Office paper			87.10	
10			Magazines			116.00	
11			Telephone books			0.00	
12			Mixed paper			113.31	
13			Other paper			1.73	
14			**Paper Total**			**3,248.91**	
15		**Metals**					
16			Aluminum containers			25.48	
17			Tin/steel containers			515.59	
18			Ferrous scrap metals			2,874.00	
19			Non-ferrous scrap metals			650.05	
20			Appliances (white goods)			155.55	
21			Mixed metal			671.70	
22			**Metals Total**			**4,892.37**	
23		**Plastic**					
24			Plastic (PET)			28.21	
25			Plastic (HDPE)			22.48	
26			Mixed plastic			117.73	
27			Plastic film			29.80	
28			Polystyrene			0.00	
29			Other (PVC, LDPE, PP)			140.93	
30			**Plastic Total**			**339.16**	
31		**Glass**					
32			Clear			0.00	
33			Green			0.00	
34			Amber/Brown			0.00	
35			Mixed glass			433.66	
36			Other glass			0.00	
37			**Glass Total**			**433.66**	
38		**Organic Material**					
39			Yard debris			8,512.06	
40			Food waste			744.10	
41			BioSolids			11,042.67	
42			Restaurant grease			506.43	
43			Rendered animal matter			4,063.36	
44			Pallets/Wood			8,769.43	
45			**Organic Material Total**			**33,638.04**	
46		**Special Waste**					
47			Used oil			939.25	
48			Used antifreeze			28.76	
49			Used batteries			44.46	
50			Hg Devices			0.00	
51			Used tires			37.22	
52			Lamp Ballasts			0.00	
53			Fluoresent Bulbs			2.17	
54			Paint			0.00	
55			Household Hazardous Waste			84.50	
56			**Special Waste Total**			**1,136.36**	
57		**Textiles**					
58			Textiles			0.00	
59			Other (specify)			0.00	
60			Other (specify)			0.00	
61			**Textiles Total**			**0.00**	
62		**Other Recycled MSW**					
63			Toner Cartridges			0.51	

	A	B	C	D	E	G	H
1		**FORM A**				**MSW RECYCLING RATE**	
2		**County Name:**	**Douglas County**				
3						**REPORTING PERIOD: 1/1/12 - 12/31/12**	
4							
5		**RECYCLED MSW**				**# OF TONS**	
64			Oil Filters			1.45	
65			Electrical Scrap			10.68	
66			Speci Mixed Beverage Containers			225.69	
67			Photochemical Waste			0.75	
68			Cooling Oil (gallons) 275 Patmont				
69			E-waste			12.03	
70			Other (specify)			0.00	
71			Other (specify)			0.00	
72			**Other Rec. Materials Total**			**251.11**	
73		**TOTAL RECYCLED MSW**				**43,939.61**	
74							
75							
76		**FORM A**				**RECYCLING RATE W/ C&D**	
77		**County Name:**	**Douglas County**				
78						**REPORTING PERIOD: 1/1/12 - 12/31/12**	
79							
80		**CONSTRUCTION & DEMOLITION DEBRIS (C & D)**				**# OF TONS**	
81							
82			Asphalt			6,000.00	
83			Concrete			8,000.00	
84			Carpet			0.00	
85			Carpet padding			0.00	
86			Drywall			0.00	
87			Wood			0.00	
88			Plastic Buckets			0.00	
89			CHEP Pallets			30.07	
90			Solder, Other Metals			1.20	
91			Other (specify)			0.00	
92			Other (specify)			0.00	
93		**CONSTRUCTION & DEMOLITION DEBRIS TOTAL**				**14,031.27**	
94							
95		**RECYCLED MSW AND C & D GRAND TOTAL**				**57,970.88**	
96							
97							
98		Total MSW disposed of in the municipality: *				**36,623.00**	
99							
100		Total MSW generated in municipality: **				**80,562.61**	
101							
102							
103		* This number can be found in the spreadsheet at the following link: **http://nevadarecycles.gov/main/forms.htm**					
104							
105		** Total MSW generated is the sum of recycled MSW (tabulated above) plus the quantity of MSW disposed of in					
106		a landfill, which was reported as generated in the municipality.					
107							
108							
109							
110							
111							

Appendix J
Franchise Agreement-South Tahoe Refuse

Doc Number: 0810355
10/05/2012 01:24 PM
OFFICIAL RECORDS
Requested By
Dc/Public Works

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 Of 3 Fee: $ 0.00
Bk: 1012 Pg: 1490

Deputy: sg

Assessor's Parcel Number: N/A

Date: OCTOBER 5, 2012

Recording Requested By:

Name: EILEEN CHURCH, PUBLIC WORKS

Address:

City/State/Zip:

Real Property Transfer Tax: $ N/A

AGREEMENT #2012.210
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)
This cover page must be typed or legibly hand printed.

0810355 Page 2 of 3
BK : 1012
PG : 1491
10/05/2012 01:24 PM

FOURTH AMENDMENT TO SOLID WASTE SERVICES AGREEMENT

BETWEEN

DOUGLAS COUNTY
A POLITICAL SUBDIVISION OF THE STATE OF NEVADA

AND

SOUTH TAHOE REFUSE CO.
A CALIFORNIA CORPORATION

FILED
2012 SEP 20 AM 10: 36
TED THRAN
CLERK
BY

This Fourth Amendment to Solid Waste Services Agreement is entered into by and between Douglas County, a political subdivision of the State of Nevada, through the Board of County Commissioners (the "County"), and South Tahoe Refuse Co., a California corporation, with offices located at 2140 Ruth Avenue, South Lake Tahoe, Nevada 96150 ("Contractor").

A. **AMENDMENTS.** For and in consideration of the mutual promises between the parties and valuable consideration, the receipt of which is hereby expressly acknowledged, all provisions of the Solid Waste Services Agreement dated October 19, 2006, recorded as Document No. 0688181; as amended on March 15, 2007, recorded as Document No. 0698923 (the First Amendment); as amended on October 15, 2009, recorded as Document No. 0752450 (the Second Amendment); and as amended on December 17, 2009, recorded as Document No. 0755989 (the Third Amendment), remain in full force and effect with the exception of the following:

1. **Revise Section 22, Subsection B, to state:**

   Time for Rate Settings, rate Settings Procedures and COLA Increases: The Board of Commissioners shall set the rates to be charged by Contractor pursuant to this Agreement. Commencing May 1, 2012, Contractor and the County will follow the procedures of the Solid Waste Rate Setting Policies and Procedures dated March 30, 2012 (Exhibit "F"), for the proposed changes in solid waste collection rates. However, it is understood and agreed by Contractor that any annual rate or fee increase will not be equal to or greater than 10 percent (10%) of the prior year's rate or fee unless approved by a vote of the people of Douglas County, State of Nevada.

2. **Section 22, Subsections C through G, inclusive, are deleted.**

B. **INCORPORATED DOCUMENTS.** All provisions of the original Solid Waste Services Agreement dated October 19, 2006, recorded as Document No. 0688181; as amended on March 15, 2007, recorded as Document No. 0698923 (the First Amendment); as amended on October 15, 2009, recorded as Document No. 0752450 (the Second Amendment); and as amended on December 17, 2009, recorded as Document No. 0755989 (the Third Amendment), are incorporated by reference and made a part of this Fourth Amendment. The South Lake Tahoe Basin Waste Management Authority's "Solid Waste Rate Setting Policies and Procedures Manual," dated March 30, 2012, is hereby incorporated and adopted as Exhibit "F."

BK : 1012
PG : 1492
10/05/2012 01:24 PM
0810355 Page: 3 of 3

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to Solid Waste Services Agreement to be signed and intend to be legally bound thereby.

South Tahoe Refuse Co.

By: _____ 4/6/12
Jeffery R. Tillman, President (Date)

STATE OF Nevada)
)
COUNTY OF Douglas)

This instrument was acknowledged before me on this 6th day of April, 2012, by Jeffrey R. Tillman as President of South Tahoe Refuse Co.

By: _____
Signature of Notary Officer

JEFFREY K. RAHBECK
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 3-2-2015
Certificate No: 99-1570-5

Douglas County

By: _____ 4/19/12
Lee Bonner, Chairman (Date)
Douglas County Board of County Commissioners

Attest:

By: _____ 4/19/12
Ted Thran (Date)
Douglas County Clerk/Treasurer

CERTIFIED COPY
The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.
DATE: Oct 5 2012
Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.
By _____ Deputy

BY: _____
CLERK TO THE BOARD

DOC # 0755989
12/21/2009 11:51 AM Deputy: DW
OFFICIAL RECORD
Requested By:
DC/COUNTY MANAGER

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 14 Fee: 0.00
BK-1209 PG- 4885 RPTT: 0.00

Assessor's Parcel Number: N/A

Date: DECEMBER 21, 2009

Recording Requested By:

Name: LISA GRANAHAN, COUNTY MANAGER'S OFC
& CYNTHEA GREGORY, DISTRICT ATTY'S OFC

Address:

City/State/Zip:

Real Property Transfer Tax: $ N/A

AGREEMENT #2009.326
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)
This cover page must be typed or legibly hand printed.

APPROVED DECEMBER 17, 2009 ITEM #18
BOCC

THIRD AMENDMENT TO SOLID WASTE SERVICES AGREEMENT

Between
SOUTH TAHOE REFUSE, INC.
2140 Ruth Ave.
South Lake Tahoe, NV 96150
(530) 541-5105
(hereafter referred to as Contractor)
And
DOUGLAS COUNTY,
a political subdivision of the State of Nevada
P.O. Box 218
Minden, NV 89423
(775)782-9821
(here after referred to as County)

FILED
NO. 2009-326
2009 DEC 21 AM 8:15
TED THRAN
CLERK
BY DEPUTY
0755989 Page: 2 Of 14 12/21/2009
BK- 1209
PG- 4886

1. AMENDMENTS. For and in consideration of mutual promises and valuable consideration, all provisions of the original Agreement dated October 19, 2006, recorded as Document No. 0688181; as amended on March 15, 2007, recorded as Document No. 0698923 and as amended on October 15, 2009, recorded as Document No. 0752450, remain in full force and effect with the exception of the following:

A) Section 22, Compensation, Paragraph B of the Agreement is amended as follows: Time for Rate Settings, Rate Settings Procedures and COLA ~~Increases~~ *Adjustments.* The Board of Commissioners shall set the rates to be charged by Contractor pursuant to this Agreement. Commencing January 1, 2008, and every four (4) years thereafter, Contractor may apply as hereinafter provided for a general rate increase. Contractor's rates shall remain unchanged (except for COLA ~~increases~~ *adjustments*) unless Contractor submits a written request to the Board of Commissioners for a general rate adjustment no earlier than September 1 and no later than November 1 of the year prior to when a general rate adjustment can be applied for. In the intervening years that Contractor cannot apply for a general rate adjustment, Contractor shall be entitled to increase its rates January 1 of each year pursuant to a cost of living adjustment (COLA) in accordance with the COLA adjustment formula set forth in Exhibit "E", attached hereto and incorporated herein. *In the intervening years that Contractor cannot apply for a general rate adjustment and the COLA adjustment formula results in a negative number 2% or greater, the Board of Commissioners is entitled to decrease rates January 1 of each applicable year pursuant to the COLA formula set forth in Exhibit "E".* If the Board of Commissioners determines to regulate the rates of only some of Contractor's services and activities, that shall not be construed as a waiver of the County's rights to regulate services not so regulated. . . .

B) Exhibit E, COLA FORMULA of the Agreement, second paragraph is amended as follows:
COLA = [.09(A) + .03(B) + .13(C) + .37(D) + .09(E) + .11(F) + .18(G)] + in addition, the Board of ~~Supervisors~~ *Commissioners* shall consider revising Contractor's rates whenever Contractor establishes to the satisfaction of the Board or the Board determines on its own initiative that

unforeseen circumstances have arisen which have materially affected the Contractor's cost or revenues under this Franchise Agreement. *In any year that the calculation of the COLA results in a negative number less than 2%, there shall be no adjustment of the rates based on the COLA formula. Instead the negative COLA number shall be added to the result of the subsequent year's COLA calculation and the cumulative result shall be the COLA adjustment for that subsequent year. At the time of a general rate adjustment review, the Board of Commissioners may consider an existing negative COLA number in setting the general rate adjustment. In any year that the calculation of the COLA or cumulative result of the calculation of the COLA and a previous year's negative COLA calculation results in a negative number 2% or greater the Board of Commissioners may accordingly adjust (decrease) the rates based on the COLA formula.*

0755989 Page: 3 Of 14 12/21/2009 BK- 1209 PG- 4887

2. INCORPORATED DOCUMENTS. All provisions of the original Agreement dated October 19, 2006, recorded as Document No. 0688181; the first amendment on March 15, 2007, recorded as Document No. 0698923; and the second amendment on October 15, 2009, recorded as Document No. 0752450, are incorporated by reference and made a part of this Third Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to the Agreement, as amended, to be signed and intend to be legally bound thereby.

IN WITNESS THEREOF, County and Contractor have executed this Agreement this 17th day of December, 2009.

COUNTY OF DOUGLAS

By Nancy McDermid
Nancy McDermid, Chair
Board of Commissioners

ATTEST:
TED THRAN, Douglas County Clerk

By Lauren Ludwick
Clerk to the board

SOUTH TAHOE REFUSE, INC.

By: Jeff Tillman
Jeff Tillman, President

STATE OF Nevada)
)
COUNTY OF Douglas)

This instrument was acknowledged before me on Dec. 16th, 2009 by Jeff Tillman as President South Tahoe Refuse, Inc.

Jeffrey K. Rahbeck
Signature of Notary Officer

JEFFREY K. RAHBECK ESQ.
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 03-02-2011
Certificate No: 99-1570-5

JEFFREY K. RAHBECK ESQ.
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 03-02-2011
Certificate No: 99-1570-5

-Support Materials-
Current Version of the Franchise Agreement
Section 22 & Exhibit E

SECTION 22 - 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 C and 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 Contractor. Contractor shall not receive any form of payment or other consideration from the County 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) Effective Date. The rates specified in Exhibit C are the rates of Contractor that became effective as of April 1, 2005. The rates in Exhibit C shall be further increased by 9% on January 1, 2006 and increased by an additional 9% on January 1, 2007. When each 9% rate goes into effect, Contractor shall receive 3% of each 9% increase with 6% of each 9% increase being paid to and held by the JPA and not passed on until Milestones #1 and #2 below have been completed. In other words, upon completion of Milestone #1, Contractor will receive the 6% rate increase held by the JPA pursuant to the January 1, 2006, rate increase and upon completion of Milestone #2, Contractor will receive the 6% rate increase held by the South Lake Tahoe Basin Waste Management Authority, a joint power authority, ("JPA") pursuant to the January 1, 2007, rate increase.

Milestone #1 –Contractor will provide County with verification of all required permits and financing for initiation of construction of Phase I of the Resource Recovery Facility.

Milestone #2 – Contractor will provide County with verification of completion of 50% of construction of Phase I of the Resource Recovery Facility.

(2) County's Powers. The Board of Commissioners shall set and regulate all other rates and charges assessed by Contractor for any and all services and activities it performs or engages in the Franchise Area.

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

B. Time for Rate Settings, Rate Settings Procedures and COLA Increases. The Board of Commissioners shall set the rates to be charged by Contractor pursuant to this Agreement. Commencing January 1, 2008, and every four (4) years thereafter, Contractor may apply as hereinafter provided for a general rate increase. Contractor's rates shall remain unchanged (except for COLA increases) unless Contractor submits a written request to the Board of Commissioners for a general rate adjustment no earlier than September 1 and no later than November 1 of the year

prior to when a general rate adjustment can be applied for. In the intervening years that Contractor cannot apply for a general rate adjustment, Contractor shall be entitled to increase its rates January 1 of each year pursuant to a cost-of-living adjustment (COLA) in accordance with the COLA adjustment formula set forth in Exhibit "E", attached hereto and incorporated herein. If the Board of Commissioners determines to regulate the rates of only some of Contractor's services and activities, that shall not be construed as a waiver of the County's rights to regulate services not so regulated. When applying for a general rate adjustment, Contractor shall submit to the Board of Commissioners a rate application in a form to be determined by the Board of Commissioners, which shall include proposed collection rates and revenues and Operating Cost and Pass-Through Cost projections for the upcoming two-year period, which projections shall have a reasonable factual basis. Rates shall be set with the intent to reimburse Contractor for allowed Operating and Pass-Through and Allowed Profit. The Board of Commissioners shall have the right to review the projections and if it determines that the Contractor's projections and/or any component thereof are unreasonable, then they may make adjustments, with a reasonable factual basis, in Contractor's projections of its Operating Costs and Pass-Through Costs and in setting rates. If the Contractor feels the Board of Commissioners has acted unreasonably, it shall have the right to commence an action in law or equity to determine the reasonableness of the Contractor's projections or component thereof and the rates determined thereby. By this Agreement, neither the County nor its governing body or staff agree, guarantee or warrant that such projections or adjustments will be accurate or that Contractor will in fact achieve reimbursement of all of its Operating Costs or Pass-Through Costs, or that Contractor will achieve its projected profit margin. Contractor expressly assumes the risk that its costs may be higher than projected in the rate setting process and that its revenues may be lower than projected. When a general rate adjustment has been requested, as hereinabove provided, Contractor shall provide written notice to each rate payer, in a form approved by the County, of the time, date and place of each hearing set by the Board of Commissioners to set rates. Contractor shall provide said notice of at least ten (10) but not more that sixty (60) days prior to such date.

Notwithstanding the foregoing, the Board of Commissioners may initiate a general review of Contractor's rates to be effective at any time after January 1, 2008. Such rate review shall be conducted in accordance with the provisions of this Section.

Contractor shall also be entitled to a rate increase whenever Contractor's landfill disposal costs increase due to a rate increase at the landfill used by Contractor, but only for the purpose of passing through said disposal cost increase in Contractor's collection rates. Contractor shall provide the Board of Commissioners with a minimum of thirty (30) days' advance written notice of said proposed increase, including satisfactory evidence of the landfill tipping fee increase and a calculation showing the amount of the increase in Contractor's collection rates needed to recoup the disposal cost increase. The Board of Commissioners may reasonably request further information from Contractor justifying the proposed rate adjustment, and shall consider the request for an increase within said thirty- (30) day period.

In addition, the Board of Commissioners shall consider revising Contractor's rates whenever Contractor establishes to the satisfaction of the Board that unforeseen circumstances have arisen which have materially affected the Contractor's costs or revenues under this Franchise Agreement.

C. Operating Costs. Operating Costs used to determine rates include Solid Waste collection, processing and disposal costs. Such costs shall include costs of operating Contractor's transfer station and the Materials Recovery Facility and the Resource Recovery Facility, prorated to reflect the amount of County's franchised Solid Waste processed at said facilities compared to all Solid Waste processed at said facilities. Operating Costs shall exclude the following:

(a) income taxes,

(b) payments to Affiliates of Contractor other than reasonable compensation for goods or services rendered,

(c) entertainment expenses,

(d) fines and penalties,

(e) cost of repairs due to operator negligence,

(f) charitable and political donations,

(g) expenses not associated with Solid Waste operations franchised under this Agreement,

(h) unreasonable expenses in kind or amount,

(i) capital costs, depreciation and amortization expenses associated with the Materials Recovery Facility building and the Resource Recovery Facility buildings (however, reasonable depreciation of equipment located therein shall be allowed as an Operating Cost),

(j) the principal portion of any loan repayments, and

(k) any other costs disallowed under the terms of this Agreement.

D. Officers' Salaries. Operating costs shall include reasonable salaries and bonus compensation. The parties hereto agree that for the fiscal year July 1, 2004, through June 30, 2005, County has accepted, as reasonable operating costs of Contractor, combined salaries and bonus compensation for all officers of Contractor the sum of $716,244.00 per year. This amount does not include health insurance and pension plan benefits. Commencing July 1, 2005, and on the same day of each and every year thereafter through the end of this Agreement, absent an adjustment in this total cost as provided for below, the above-referenced salary amount shall be adjusted annually based on changes in the Consumer Price Index for all consumers, San Francisco Bay Area. The base year index to be used will be 2004.

Notwithstanding the foregoing, Contractor may apply as part of a general rate review for an adjustment in this total officer's compensation number based on a demonstration by

Contractor of the reasonable necessity for increased officers' salaries or the hiring of additional officers, and similarly the County may revise this total cost number for officers' compensation during a general rate review if the County reasonably determines that a different total cost for combined salaries and bonus compensation for all officers of Contractor is more reasonable.

E. Pass-Through Costs. Pass-Through Costs shall be allowed as an expense for purposes of setting Contractor's collection rates, but shall not be included as an eligible cost for purposes of calculating Contractor's profit margin. Pass-Through Costs include the following:

(a) The debt service (principal and interest payments) on the loan given Contractor by the South Lake Tahoe Basin Waste Management Authority for the construction of the Materials Recovery Facility building (but the principal payment of any loans to purchase equipment located therein shall not be an allowed cost), and the debt service (principal and interest payments) on the loan for the construction of the Resource Recovery Center buildings (but the principal payment of any loans to purchase equipment located therein shall not be an allowed cost), including any expenses incurred by Contractor arising out of said loans;

(b) interest charges on other obligations of Contractor;

(c) the Franchise Fee set pursuant to this Agreement; and

(d) fees, surcharges and other amounts collected by Contractor as the agent of or for the benefit of County or the South Lake Tahoe Basin Waste Management Authority or other federal, state or local agency.

F. Operating Ratio and Allowed Profit. The Contractor shall be entitled to a profit on its Operating Costs, to be determined by use of an Operating Ratio.

The Operating Ratio number will be determined using a sliding scale, under which the Operating Ratio number will decrease (and, thus, the Contractor's profit margin will increase) the more Recyclable Materials collected by Contractor are diverted by Contractor from landfilling (i.e., "Recovered Materials" as defined in this Agreement). The percentage of Recovered Materials diverted from landfilling by Contractor shall be measured by determining the percentage by weight (in tons) of Recovered Materials diverted by Contractor from landfilling out of: (a) all Solid Waste collected by Contractor in the South Lake Tahoe Basin Waste Management Authority Franchise Area from collection routes; (b) all Solid Waste received by Contractor at the Materials Recovery Facility from haulers other than Contractor's collection trucks; and (c) all Recyclable Materials collected at Contractor's buyback centers and through other recycling programs operated by Contractor (hereinafter the "Recovery Percentage"). Contractor shall not receive diversion credit for the recovery of Recyclable Materials collected outside of the Authority Franchise Area or from recycling programs operated by third parties. The Recovery Percentage shall be rounded to the nearest whole number.

The Operating Ratio number shall vary with Contractor's Recovery Percentage in accordance with the following sliding scale:

Operating Ratio Number	Recovery Percentage
94.34	0-15%
93.90	16
93.46	17
93.02	18
92.59	19
92.17	20
91.74	21
91.32	22
90.90	23
90.50	24
89	25-28
88	29-32
87	33-100

The amount of profit ("Allowed Profit") to be received by Contractor for a given period shall be determined by multiplying the total projected Operating Costs for the period by a fraction, in which the numerator shall be one hundred (100) and the denominator shall be the Operating Ratio number applicable to the period as determined by using the foregoing sliding scale. The Allowed Profit shall then be determined by subtracting the projected Operating Costs from the product of the aforesaid multiplication. For example, if projected Operating Costs for a year were $5,000,000 and the Operating Ratio number to be used was 90, the Allowed Profit would be calculated as follows:

100/90 = 1.11 (rounded off to one one-hundredths)

$5,000,000 x 1.11 = $5,550,000

$5,550,000 - 5,000,000 = $550,000

Allowed Profit = $550,000

G. Recycling Revenue Bonus for Extraordinary Diversion. In addition to the foregoing calculation of Allowed Profit, Contractor shall be entitled to receive as and for additional profit, twenty-five percent (25%) of Contractor's gross revenues from the sale of Recyclable Materials diverted from landfilling by Contractor pursuant to this Agreement for those rate periods in which Contractor's Recovery Percentage is equal to or greater than thirty-seven percent (37%), and a total of fifty percent (50%) of Contractor's gross revenues from the sale of Recyclable Materials diverted from landfilling by Contractor pursuant to this Agreement for those rate periods in which Contractor's Recovery Percentage is equal to or greater than forty percent (40%).

F. 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 of Commissioners. The rates in effect at the time any issue or dispute is submitted to the Board of Commissioners 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 of Commissioners.

G. 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, where applicable, tipping fees. The Contractor shall also collect and remit to County any AB 939 fees and other surcharges imposed by the Board of Commissioners 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) County may, at County's sole option, upon such terms and conditions as may be mutually agreed upon between the parties, elect to bill residents for solid waste collection. If County elects to do so, mutually agreed upon guidelines will be established and amended into this Agreement.

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

EXHIBIT E
COLA FORMULA

Contractor's Collection Rates shall be subject to annual adjustment, commencing in January 1, 2008, and each succeeding January 1st (the "Rate Adjustment Date") of each year thereafter during the remaining Term of this Agreement, except for those years when Contractor may apply to County for a general rate increase or the County may initiate a general rate review, using a Cost-of-Living adjustment formula ("COLA"), as follows:

COLA = [.09(A) + .03(B) + .13(C) + .37(D) + .09(E) + .11(F) + .18(G)] + in addition, the Board of Supervisors shall consider revising Contractor's rates whenever Contractor establishes to the satisfaction of the Board or the Board determines on its own initiative that unforeseen circumstances have arisen which have materially affected the Contractor's costs or revenues under this Franchise Agreement.

Where:

A= LANDFILL DISPOSAL COST
This component represents the percentage increase in landfill disposal costs for the Lockwood Landfill from the prior year. For example, the April 1, 2007, percentage rate increase at the Lockwood Landfill would be used for the January 1, 2008, COLA calculation. Contractor shall not agree to any increases in disposal costs at the Lockwood Landfill except as required under the current disposal agreement between Contractor and Lockwood Landfill, or any amendment thereto subsequently approved by the County. Landfill disposal costs other than annual COLA adjustments under the disposal agreement between Contractor and the Lockwood Landfill shall be subject to review and approval of the Board of Supervisors as to their justification under the disposal agreement.

B= FUEL COST
This component represents the percentage change in the annual average of the U.S. Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI)-Commodities, Series ID: wpu057303, Not Seasonally Adjusted, Group: Fuels and related products and power, Item #2 diesel fuel, Base Date: 8200. The adjustment will be based on the percentage change between the annual average of the index for the most recently completed fiscal year and the corresponding index published 12 months earlier. For example, the change for the 2008 rate year would be the percentage change in the annual average for the period July 1, 2006, to June 30, 2007, compared to the annual average for the period July 1, 2005, to June 30, 2006.

C= INSURANCE COST
This component respects the actual percentage change for the cost of insurance for workers compensation, health, property and casualty insurance over the prior year. The adjustment will be based on the percentage change between actual insurance expenses for the most recently completed fiscal year and the actual insurance expenses for the prior fiscal year as reflected in the Contractor's financial statement. For example, the change for the 2008 rate year would be the percentage

change in the actual insurance expense for the period July 1, 2006, to June 30, 2007, compared to the actual insurance expense for the period July 1, 2005, to June 30, 2006.

D= GENERAL LABOR COST

This component represents the percentage change in the annual average of the U.S. Department of Labor, Bureau of Labor Statistics, Employment, Hours, and Earnings from the Current Employment Statistics Survey (National), Series ID: ceu6056210008, Not Seasonally Adjusted, Professional and business services, Industry: Waste collection, NAICS Code: 5621, Data Type: average hourly earnings of production workers. The adjustment will be based on the percentage change between the annual average of the index for the most recently completed fiscal year and the corresponding index published 12 months earlier. For example, the change for the 2008 rate year would be the percentage change in the annual average for the period July 1, 2006, to June 30, 2007, compared to the annual average for the period July 1, 2005, to June 30, 2006.

E= OFFICERS AND ADMINISTRATIVE LABOR COST

This component represents the percentage change in the annual average in the #9240 San Francisco/Oakland/San Jose Consumer Price Index Urban Wage Earners and Clerical Workers Index. The adjustment will be based on the percentage change between the annual average of the index for the most recently completed fiscal year and the corresponding index published 12 month earlier. For example, the change for the 2008 rate year would be the percentage change in the annual average for the period July 1, 2006, to June 30, 2007, compared to the annual average for the period July 1, 2005, to June 30, 2006.

F= EQUIPMENT REPLACEMENT AND MAINTENANCE COST

This component will blend the weighted percentage change in the annual average of the three indices for motor vehicle body mfg (25%), truck trailer mfg with axle rating of 10,000 pounds or more (25%) and vehicle maintenance (50%). The indices used will be the U.S. Department of Labor, Bureau of Labor Statistics, PPI Industry Date:

1. Vehicle Replacement, Weight = 25%. Series ID: wpu141301, Not Seasonally Adjusted, Group: Transportation Equipment, Item: truck and bus bodies sold separately, Base Date 198212.

2. Vehicle Replacement, Weight = 25%. Series ID: pcu3362123362121, Not Seasonally Adjusted, Industry: Truck trailer mfg, Product: Truck trailers and chassis, with axle rating of 10,000 lbs or more, Base Date: 7912.

3. Vehicle Maintenance, Weight = 50%. Series ID: pcu333924333924, Not Seasonally Adjusted, Industry: Industrial truck, tractor, trailer, stacker machinery mfg, Product: Industrial truck, tractor, trailer, stacker machinery mfg, Base Date: 7912.

The rate adjustment will be based ion the weighted percentage change between the most recently completed fiscal year and the corresponding index published 12 months earlier. For example, the change for the 2008 rate year would be the percentage change in the annual average for the period July 1, 2006, to June 30, 2007, compared to the annual average for the period July 1, 2005, to June 30, 2006.

G= GENERAL OPERATING AND ADMINISTRATIVE COST

Any other cost not included in one of the above categories will be included here and will be adjusted based on the percentage change in the national #9340 Producer Price Index for Industrial Commodities. The adjustment will be based ion the weighted percentage change between the most recently completed fiscal year and the corresponding index published 12 months earlier. For example, the change for the 2008 rate year would be the percentage change in the annual average for the period July 1, 2006, to June 30, 2007, compared to the annual average for the period July 1, 2005, to June 30, 2006.

CERTIFIED COPY
The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.
DATE: Dec 21 2009
Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By Deputy

DOC # 0752450
10/20/2009 10:03 AM Deputy: GB
OFFICIAL RECORD
Requested By:
DC/DISTRICT ATTORNEY

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 66 Fee: 0.00
BK-1009 PG- 3820 RPTT: 0.00

Assessor's Parcel Number: N/A

Date: OCTOBER 19, 2009

Recording Requested By:

Name: CYNTHEA GREGORY, DA'S OFFICE
& LISA GRANAHAN, COUNTY MANAGER'S OFFICE

Address:

City/State/Zip:

Real Property Transfer Tax: $ N/A

AGREEMENT AMENDMENT #2009.292
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)
This cover page must be typed or legibly hand printed.

0752450 Page: 2 Of 66 BK- 1009 PG- 3821 10/20/2009

SECOND AMENDMENT TO SOLID WASTE SERVICES AGREEMENT

Between
SOUTH TAHOE REFUSE, INC.
2140 Ruth Ave.
South Lake Tahoe, NV 96150
(530) 541-5105
(here after referred to as Contractor)
And
DOUGLAS COUNTY,
a political subdivision of the State of Nevada
P.O. Box 218
Minden, NV 89423
(775)782-9821
(here after referred to as County)

FILED
NO. 2009 292
2009 OCT 16 AM 10:49
TED THRAN
CLERK
DEPUTY

1. AMENDMENTS. For and in consideration of mutual promises and valuable consideration, all provisions of the original Agreement dated October 19, 2006, as amended on March 15, 2007 recorded as Document 0698923, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

a) Exhibit E, COLA FORMULA, subsections (D) GENERAL LABOR COST and (F)(1) EQUIPMENT REPLACEMENT AND MAINTENANCE COST of the October 19, 2006 Agreement are amended to reflect the correct indices as follows:

Exhibit E
COLA FORMULA

D= GENERAL LABOR COST

This component represents the percentage change in the annual average of the U.S. Department of Labor, Bureau of Labor Statistics, Employment, Hours, and Earnings from the Current Employment Statistics Survey (National), Series ID ~~ceu6056210006~~ *ceu6056210008*, Not Seasonally Adjusted, Professional and business services, Industry: Waste collection, NAICS Code: 5621, Data Type: average hourly earnings of production workers. The adjustment will be based on the percentage change between the annual average of the index for the most recently completed fiscal year and the corresponding index published 12 months earlier. For example, the change for the 2008 rate year would be the percentage change in the annual average for the period July 1, 2006, to June 30, 2007, compared to the annual average for the period July 1, 2005, to June 30, 2006.

F= EQUIPMENT REPLACEMENT AND MAINTENANCE COST

This component will blend the weighted percentage change in the annual average of the three indices for motor vehicle body mfg (25%), truck trailer mfg with axle rating of 10,000 pounds or more (25%) and vehicle maintenance (50%). The indices used will be the U.S. Department of Labor, Bureau of Labor Statistics, PPI Industry Date:

1. Vehicle Replacement, Weight=25%. Series ID: ~~pcu336211336211~~3 *wpu141301*, Not Seasonally Adjusted, ~~Industry: Motor Vehicle body mfg~~ *Group: Transportation Equipment,* ~~Product: Complete vehicles produced on purchased chassis~~, *Item: truck and bus bodies sold separately*, Base Date *198*212.

2. INCORPORATED DOCUMENTS. Exhibit A (Original Agreement and First Amendment) is attached hereto, incorporated by reference herein and made a part of this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to the original Agreement, as amended, to be signed and intend to be legally bound thereby.

IN WITNESS THEREOF, County and Contractor have executed this Agreement this 15th day of October, 2009.

COUNTY OF DOUGLAS

By Nancy McDermid
Nancy McDermid
Chair
Board of Commissioner

ATTEST:
Ted Thran, Clerk of the
Board of Commissioners

By Lauren Sudweeks
Clerk to the Board

SOUTH TAHOE REFUSE, INC.

By: M Tillman
Jeff Tillman
President

STATE OF CALIFORNIA)
COUNTY OF El Dorado)

This instrument was acknowledged before me on September 30, ~~Peggy Lee Jenner, Notary Public~~, 2009 by Jeff Tillman as President South Tahoe Refuse, Inc.

Peggy Lee Jenner
Signature of Notarial Officer

PEGGY LEE JENNER
COMM. # 1861325
NOTARY PUBLIC - CALIFORNIA
EL DORADO COUNTY
MY COMM. EXP. SEP. 12, 2013

EXHIBIT A

BK- 1009
PG- 3824
10/20/2009
0752450 Page: 5 Of 66

FIRST AMENDMENT TO SOLID WASTE SERVICES AGREEMENT

Between
SOUTH TAHOE REFUSE, INC.
2140 Ruth Ave.
South Lake Tahoe, NV 96150
(530) 541-5105
(here after referred to as Contractor)
And
DOUGLAS COUNTY,
a political subdivision of the State of Nevada
P.O. Box 218
Minden, NV 89423
(775)782-9821
(here after referred to as County)

1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable consideration, all provisions of the original Agreement dated October 19, 2006, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

a) Section 4, Page 9, Franchise Fee of the original Agreement is corrected to reflect a three percent (3%) franchise fee as follows:

SECTION 4 - FRANCHISE FEE

Contractor shall pay to County a Franchise Fee set by the Board of Commissioners by Resolution, which shall be a percentage of the Gross Revenues derived by Contractor from operations pursuant to this Agreement. The Franchise Fee is initially set at three percent (3%) of Contractor's Gross Revenues, and from time to time may be adjusted by Resolution of the Board of Commissioners. 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 fifteen percent (15%) per annum or at the maximum interest rate permitted under Nevada law, whichever is greater. County 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 rate adjustment to Contractor's rates and/or be passed through to Contractor's customers.

Contractor shall also collect from its customers and pay to the County any surcharge set by the County to fund County solid waste management activities, AB 939 implementation programs and landfill remediation costs. This surcharge shall be treated for rate setting purposes as a Pass Through Cost in the same manner as the franchise fee. Any change in such surcharge shall be reflected in a corresponding adjustment to Contractor's rates.

BK- 0407
PG- 3188
0698923 Page: 4 Of 66

b) The correction to Section 4, Franchise Fee, shall be effective as of the original date the Agreement was approved by the Douglas County Board of County Commissioners.

2. INCORPORATED DOCUMENTS. Exhibit A (Original Agreement) is attached hereto, incorporated by reference herein and made a part of this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the original Agreement to be signed and intend to be legally bound thereby.

IN WITNESS THEREOF, County and Contractor have executed this Agreement this 15 day of MARCH, 2007.

COUNTY OF DOUGLAS

By _____
Doug N. Johnson
Chairman
Board of Commissioners

ATTEST:

Barbara J. Griffin, Clerk of the
Board of Commissioners

By _____

SOUTH TAHOE REFUSE, INC.

By: _____
Jeff Pillman
President

By: _____
John D. Marchini
Secretary

APPROVED OCTOBER 19, 2006 ITEM #14
BOARD OF COUNTY COMMISSIONERS

2006-211

2006 NOV -7 PM 12: 13

SOLID WASTE SERVICES AGREEMENT

Between

DOUGLAS COUNTY,

And

SOUTH TAHOE REFUSE, INC.

October 2006

TABLE OF CONTENTS

RECITALS 1
SECTION 1 - DEFINITIONS 2
A AB 939 2
B Affiliate 2
C Bulky Waste 2
D CIWMB 2
E Commercial Solid Waste 2
F Commencement Date 2
G Compostable Materials 2
H Construction and Demolition Debris 3
I County 3
J Electronic Waste 3
K Franchise Area 3
L Franchise Fee 3
M Contractor 3
N Gross Revenues 3
O [Intentionally Left Blank] 3
P Hazardous Waste or Materials 3
Q Industrial Solid Waste 4
R Materials Recovery Facility 4
S Materials Recovery Services 4
T Medical Waste 4
U Multi-Family Units 4
V Operating Year 5
W Permanent Household Hazardous Waste Collection Facility 5
X Prior Agreements 5
Y Processing 5
Z Recovered Materials 5
AA Recyclables or Recyclable Material 5
BB Recycling 6
CC Residential Solid Waste 6
DD Resource Recovery Facility 6
EE Single-Family Unit 6
FF Solid Waste 6
GG Special Wastes 6
HH Transform 6
II Wastestream 6
SECTION 2 - PRIOR AGREEMENTS 6
SECTION 3 - GRANT AND ACCEPTANCE OF 7
EXCLUSIVE RESIDENTIAL AND COMMERCIAL FRANCHISE 7
A Grant of Franchise 7
B Acceptance of Franchise 7
C Exceptions to Exclusivity 7
D Sale or Donation of Recyclables 8
E Franchise Area 8
F Rights Reserved as to Hazardous Wastes, Medical Wastes and Special Wastes 8
G Enforcement of Exclusivity of Franchise 8
SECTION 4 - FRANCHISE FEE 9
SECTION 5 - COMPLIANCE WITH LAWS AND REGULATIONS 9
SECTION 6 - SOLID WASTE AND RECYCLABLE COLLECTION SERVICES 9
PROVIDED BY CONTRACTOR 9
A County to Approve All Services 9
B Service on County and Non-County Roads 10

C. Initial Service Levels; Expanded Services 10
D. Once-A-Week Service 10
(1) Single-Family Units 10
(2) Multi-Family Units 11
E. Hours of Collection 11
F. Collection on Holidays 11
G. Medical, Hazardous and Special Wastes 11
H. County Approval of Contractor's Recycling Programs 11
I. Bulky Waste Pick-Up 11
J. Pick-up of Illegally Disposed Waste 12
SECTION 7 - MATERIALS RECOVERY SERVICES TO BE PROVIDED 12
BY CONTRACTOR 12
A. General Responsibilities and Compensation 12
B. Materials Recovery Facility 12
SECTION 8 – PERMANENT HOUSEHOLD HAZARDOUS WASTE 13
A. Overall Responsibilities 13
B. Compliance With Laws 13
C. Safety of Persons and Property 14
D. Repair and Maintenance of the PHHWCF and PHHWCF Site 14
E. Personnel 14
F. Operating Period; Receiving Time; Legal Holidays 14
G. Gate fees for Conditionally Exempt Small Quantity Generator's Hazardous Waste 15
H. Closure 15
I. Subcontractor 15
SECTION 9 – FACILITIES FOR PROCESSING AND DISPOSAL OF SOLID WASTE 15
A. Contractor To Provide Fully Permitted Disposal Facility 15
B. Contractor To Provide Fully Permitted Materials Recovery and Transfer Facilities 16
C. Disposal in Compliance with Laws and Regulations 16
SECTION 10 - CASH BOND AND INSURANCE 16
A. Cash Bond 16
B. Insurance 17
SECTION 11 - TERM 19
A. Initial Term 19
B. Renewal Options 19
SECTION 12 - FRANCHISE TRANSFERABLE; COUNTY'S CONSENT REQUIRED 19
A. No Assignment Without Consent 19
B. Assignment Defined 20
C. "Change in Control" Defined 20
D. Breach 20
E. County's Option to Terminate 20
G. Conditions to Obtaining County's Consent 20
SECTION 13 - FRANCHISE TRANSFER; FEES 21
A. Transfer Fee 21
B. Non-Recoverable Costs 22
SECTION 14 - PERFORMANCE STANDARDS 22
SECTION 15 - TERMINATION 22
A. Material Breach of Contractor's Obligations 22
B. Events of Insolvency 22
C. No Waivers 23
D. Termination 23
SECTION 16 - RIGHTS OF COUNTY TO PERFORM DURING EMERGENCY 23
A. Emergency Collection 23
B. Contractor to Cooperate 23
C. Contractor to Pay Increased Costs 24
SECTION 17 - PRIVACY 24
A. Privacy of Customer Information 24

B. Mailing Lists 24
C. Video Camera Monitoring 24
SECTION 18 - RECORDS AND ACCOUNTING 24
A. Financial Reporting 24
B. Service Records 24
C. Underpayment of Franchise Fees 25
D. Examination of Financial Records 25
E. Public Records 26
F. County Access to Customer Lists 26
SECTION 19 - REPORTS AND ADVERSE INFORMATION 26
A. Annual Reports 26
B. Adverse Information 27
C. AB 939 Requirements. 27
D. Waste Audits 28
E. Failure to Report 28
SECTION 20 - REVIEW OF PERFORMANCE AND QUALITY OF SERVICE 28
A. Performance Review 28
B. Public Hearing 28
C. Report on Performance 28
D. Customer Surveys; Billing Information 29
SECTION 21 - SYSTEM AND SERVICES REVIEW 29
A. Public Hearing 29
B. Contractor's Report 29
C. Services Review Topics 30
D. Contractor Cooperation 30
E. County's Report 30
SECTION 22 - COMPENSATION 30
A. Contractor Rates 30
(1) Effective Date 30
(2) County's Powers 31
(3) Extra Charges 31
B. Time for Rate Settings, Rate Settings Procedures and COLA Increases 31
C. Operating Costs 32
D. Officers' Salaries 33
E. Pass-Through Costs 33
F. Operating Ratio and Allowed Profit 34
G. Recycling Revenue Bonus for Extraordinary Diversion 35
F. Resolution of Issues Regarding the Rate Adjustments 35
G. Billing and Payment 35
H. Refunds 36
SECTION 23 - COLLECTION EQUIPMENT 36
A. Vehicle Standards 36
B. Low Emissions Requirement 36
C. Equipment List 36
SECTION 24 - PUBLIC ACCESS TO CONTRACTOR 37
A. Office Hours 37
B. Withholding of Residential Service 37
C. Service Complaints 37
D. Regular Meetings With County 37
SECTION 25 - CUSTOMER COMPLAINTS 37
A. Complaint Resolution 37
B. Non-Collection Tags 38
C. County Review of Complaints 38
D. Remedy 38
SECTION 26 - SERVICE EXCEPTIONS; 38
A. Compliance With Hazardous Waste Laws 38

B. Notice to Agencies Regarding Toxics 38
C. Inspection for Toxics 38
D. No Collection or Disposal of Hazardous Waste 39
E. Hazardous Waste Program 39
SECTION 27 - INDEMNIFICATION 39
A. Indemnification of County 39
B. Hazardous Substance Indemnification 39
C. AB 939 Indemnification 40
SECTION 28 - GENERAL PROVISIONS 41
A. Force Majeure 41
B. Independent Contractor 41
C. Right of Entry 41
D. Law to Govern; Venue 41
E. Fees and Gratuities 41
F. Prior Agreements and Amendments 42
G. Compliance With Agreement 42
H. Notices 42
I. Savings Clause and Entirety 42
J. Exhibits Incorporated 42
K. Joint Drafting 42
L. Judicial Review 42
M. Police Powers 43
N. Successors and Assigns 43
O. Survival 43
P. Administrator 43
EXHIBIT A 44
EXHIBIT B 45
EXHIBIT C 49
EXHIBIT D 51
EXHIBIT E 53

This Solid Waste Services Agreement ("Agreement") is entered into effective April 1, 2005, between Douglas County ("County") a political subdivision of the State of Nevada, and South Tahoe Refuse, Inc. ("Contractor") for the collection, transportation, Processing and disposal of Solid Waste and Recyclable Materials.

RECITALS

WHEREAS, the Board of Commissioners 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 Douglas County (the "County"); and

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

WHEREAS, County 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 County that it has the experience, responsibility and qualifications to arrange with residents, commercial, industrial, institutional and other entities in the Franchise Area for the collection and safe transport to disposal facilities of municipal Solid Wastes, and the Recycling of Recyclable Materials, the Board of Commissioners 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 Contractor and the County are currently parties to two separate agreements governing: i) the collection of solid waste and recyclable materials, ii) the processing of solid waste and recyclable materials and the parties desire to now merge these two separate contracts into one agreement and to supersede and replace the existing agreements with this Agreement, upon the terms set forth herein; and

WHEREAS, Contractor wishes to finance and construct a Resource Recovery Facility in Contractor's existing corporation yard, which will enhance Contractor's ability to divert organic materials from having to be landfilled and is expected to substantially increase the County's overall diversion of Solid Waste from landfilling within the South Tahoe basin; and

WHEREAS, Contractor requires an extended and revised franchise agreement to finance construction of the new Resource Recovery Facility, and County is willing to grant Contractor such an extension in view of Contractor's prior satisfactory service in the South Tahoe Basin and to enable the County to reach its State mandated recycling goals; and

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1 - DEFINITIONS

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

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

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 or its principals.

C. Bulky Waste. "Bulky Waste" means large items of solid waste, such as appliances, furniture, large auto parts, branches, 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 wastes generated by commercial, industrial, governmental and other non-residential sources within the Franchise Area. The term "Commercial Solid Waste" does not include hazardous wastes, medical wastes and special wastes.

F. Commencement Date. "Commencement Date" means April 1, 2005, or such later date when this Agreement is approved by the Board of Commissioners.

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 the County. It may also include pre-or post consumer food waste, if Contractor begins a food waste collection program within the County.

[1]To the extent that definitions contained in the County Code conflict with definitions in the Public Resources Code, the former shall control and govern the rights and obligations of the parties hereunder, provided, however, that should the Public Resource Code's definitions be made obligatory by the state legislature on the County, then the conflicting Public Resource Code's definitions shall apply.

H. Construction and Demolition Debris. "Construction and Demolition Debris" means solid wastes consisting of building materials; and packaging and rubble resulting from construction, remodeling, repair and demolition operations on pavements, houses, commercial buildings, and other structures. Construction refers to SIC Codes 152 through 1794, 1796, and 1799. Demolition refers to SIC Code 1795. (Reference: Title 14 CCR Section 18720(a)(14).) The term "Construction and Demolition Debris" also includes Recyclables generated by construction and demolition activities.

I. County. "County" means Douglas County.

J. 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).

K. Franchise Area. "Franchise Area" shall mean the boundaries of the Franchise Area, together with all amendments and changes thereto resulting from binding amendments to this Agreement. The current boundaries of the franchise area are shown by maps incorporated herein by reference, and which are on file in the office of the Clerk of the Board of Commissioners.

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

M. Contractor. "Contractor" shall mean South Tahoe Refuse, Inc. and its current ownership. Contractor shall also mean any County-approved assignee, transferee or successor in interest of Contractor.

N. Gross Revenues. "Gross Revenues" means any and all revenue or compensation in any form derived directly or indirectly by Contractor, its affiliates, subsidiaries, parents or any other entity in which Contractor has a financial interest in collecting, transporting, arranging, handling and/or disposing of franchised Solid Wastes generated in the Franchise Area, but excluding revenue from the sale of Recyclable Materials.

O. [Intentionally Left Blank]

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

(a) 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;

(b) Waste, materials or substances defined or characterized from time to time as hazardous waste by the principal agencies of the State of Nevada having jurisdiction over hazardous waste generated by facilities within the State, and pursuant to any other applicable governmental regulations;

(c) 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. §2601-2654, as amended from time to time, or regulations promulgated thereunder;

(d) 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 waste which results from industrial processes and manufacturing operations, except for Hazardous Wastes or Special Wastes.

R. Materials Recovery Facility. "Materials Recovery Facility" or "MRF" means the facility owned and operated by Contractor and located at Contractor's Transfer Station at: 2140 Ruth Avenue, South Lake Tahoe, California. At the Materials Recovery Facility 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 County receives diversion credit for such materials and activities by the CIWMB.

T. Medical Waste. "Medical Waste" or "Infectious Waste" means waste which 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. (Reference: 17 CCR Section 314(d); Health and Safety Code Sections 118215 and 25015 et seq., especially 25117.5).

U. Multi-Family Units. "Multi-Family Units" shall mean a dwelling which includes three or more individual living units and which receives communal refuse and/or recycling services.

V. Operating Year. "Operating Year" means the twelve-month period from July 1st to June 30th, or any portion thereof, during the Term of this Agreement. Contractor's rates for services shall be adjusted annually for each new Operating Year as described in Section 22 of this Agreement.

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

X. Prior Agreements. "Prior Agreements" means: (a) the Agreement between South Tahoe Refuse, Inc. and the County dated January 24, 1995, recorded in the official records of Douglas County, Nevada on January 8, 1997, file no. 404299, bk. 0197, pg. 0797-0852; and (b) the Materials Recovery Facility Construction and Operation Agreement between the South Lake Tahoe Basin Waste Management Authority and South Tahoe Refuse, Inc. dated February 13, 1995;and all subsequent modifications or amendments to any such agreements.

Y. 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, handled, and/or baled there from has not been "Processed" within the meaning of this definition.

Z. 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."

AA. Recyclables or Recyclable Material. "Recyclables" or "Recyclable Material" means materials which 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 which 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 which 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 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 "Recyclables" 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, and such other materials designated by the County, or designated as recyclables by the California Integrated Waste Management Board, or any other agency with jurisdiction.

BB. Recycling. "Recycling," "Recycle" and "Recycled" refer to the recovery, reuse, transformation, recycling, or other diversion of Recyclable Materials from landfilling in such a manner that the County receives diversion credit for such materials and activities by the CIWMB.

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

DD. Resource Recovery Facility. "Resource Recovery Facility" means construction of Phase I of the Resource Recovery Project. Phase I is more fully described and defined in Exhibit D.

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

FF. 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, compostable materials, 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 wastes; but excludes Hazardous Wastes, Special Wastes and Medical Wastes.

GG. Special Wastes. "Special waste" means any hazardous waste listed in section 66740 of title 17 of the California Code of Regulations, or any waste which has been classified as a special waste pursuant to section 66744 of title 22 of the California Code of Regulations, or which 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. (Reference: Title 14 CCR Section 18720(a)(73).)

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

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

SECTION 2 - PRIOR AGREEMENTS

The Prior Agreements shall remain in effect, and Contractor shall continue to collect, transfer, Process, Recycle and dispose of Solid Waste in the Franchise Area pursuant to the Prior Agreements, until the Commencement Date. Notwithstanding any other provision of this Agreement or of the Prior Agreements, upon the Commencement Date, the Prior Agreements shall expire and be of no further force or effect, except that: (a) any provisions of the Prior 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; (b) any provisions of the Prior Agreements which expressly state that they shall survive expiration of the term or termination of the Prior Agreements shall survive; and (c) any amounts owed by Contractor to County pursuant to the Prior Agreements shall remain due and payable in accordance with the terms of the Prior Agreements. Notwithstanding the foregoing, the Prior Agreements shall not be terminated by this Section if this Agreement is terminated as a result of litigation challenging the award of this Agreement.

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

A. Grant of Franchise. County grants to Contractor, for the term of and in accordance with this Agreement (including all extensions or renewals), the exclusive privilege and contractual duty to make and enter into independent arrangements with residents of Single Family Units, residents and/or owners of Multi-Family Units and persons in charge of commercial, industrial, institutional and other entities in the Franchise Area for the collection, transportation and removal to Solid Waste Processing and/or disposal facilities, of all Residential, Industrial and Commercial Solid Waste (including Recyclables and Recyclable Material), which has been generated within the Franchise Area covered by this Agreement and placed for collection. This grant of franchise is subject to all limitations imposed by applicable laws and regulations, and is subject to all limitations set forth in this Agreement. Notwithstanding the foregoing, Contractor shall not have an exclusive franchise to collect Construction and Demolition Debris. Contractor's collection of Construction and Demolition Debris on a non-exclusive basis is not subject to the terms and conditions of 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 where:

(1) A person including employees (excluding a person who hires a third party for a fee) handles, hauls, or transports Solid Waste or Recyclables generated by or from his/her own residence or business operation for purposes of disposing of same at an authorized Processing or disposal facility or transfer station, not withstanding anything herein to the contrary, this provision shall not in any way modify any mandatory solid waste ordinance or requirements; or

(2) A person or entity contracts for landscaping, gardening or similar work and where the contractor engaged therefore removes and recycles or otherwise disposes of garden and other compostable materials resulting therefrom, provided that such removal and recycling or disposal is incidental to the landscaping or gardening work performed by the contractor performing those services and not as a hauler or Recycler; or

(3) A person or entity has been given an exemption by the County from any mandatory collection ordinance that County may adopt in the future

(4) A person (excluding a person who hires a third party for a fee) handles, hauls, transports, Recycles and/or disposes of Construction and Demolition Debris, which includes Recyclables generated by construction and demolition activities to an authorized and permitted material recovery facility and/or resource recovery 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 that all such Recyclable Material is substantially separated from non-Recyclable Solid Waste by the generator. Recyclables shall not be considered to have been sold or donated where the generator of such materials incurs a net expense in connection with the removal of those materials from the generator's premises.

E. Franchise Area. The Franchise Area covered by this Agreement shall be all areas, including, but not limited to, residential, commercial and industrial areas within the boundaries of the County 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.

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

G. Enforcement of Exclusivity of Franchise. The County, 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 the County shall use good faith efforts to cooperate in such enforcement actions brought by Contractor. The County shall not be liable to Contractor in any manner, including for 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 County a Franchise Fee set by the Board of Commissioners by Resolution, which shall be a percentage of the Gross Revenues derived by Contractor from operations pursuant to this Agreement. The 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 of Commissioners. 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 fifteen percent (15%) per annum or at the maximum interest rate permitted under Nevada law, whichever is greater. County 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 rate adjustment to Contractor's rates and/or be passed through to Contractor's customers.

Contractor shall also collect from its customers and pay to the County any surcharge set by the County to fund County solid waste management activities, AB 939 implementation programs and landfill remediation costs. This surcharge shall be treated for rate setting purposes as a Pass Through Cost in the same manner as the franchise fee. Any change in such surcharge shall be reflected in a corresponding adjustment to Contractor's rates.

SECTION 5 - COMPLIANCE WITH LAWS AND REGULATIONS

Contractor warrants that it will comply 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 the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. 9601, et seq., the California Integrated Waste Management Act of 1989 ("AB 939"), Chapters 444 and 444A of the Nevada Revised Statutes, and all other applicable laws of the State of California and Nevada. In the event of any conflicts caused by the overlap of these laws, Contractor shall comply with the more restrictive law. Moreover, Contractor shall comply 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 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. County to Approve All Services. The nature of the services Contractor offers and provides to customers residing or doing business in the Franchise Area shall be determined by the Board of Commissioners. The Board of Commissioners may require the Contractor to change the level of such services from time to time on reasonable notice to Contractor, provided that the

Board of Commissioners 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 of Commissioners or its designee. Nothing in this Agreement, however, shall be construed or interpreted as authorizing County to reduce or adversely affect Contractor's exclusive franchise rights as specified in Section 3 of this Agreement.

B. Service on County and Non-County Roads. The Contractor shall be required to provide garbage service to all customers on County-maintained roads. Contractor shall further provide service on all non-County maintained private roads, provided that said roads are kept in a safe and good traveling condition. Contractor may provide smaller collection trucks to provide collection services on non-County maintained roads in instances where such roads are not reasonably usable by Contractor's regular collection vehicles Contractor shall not provide collection services to Group Areas, not governed by mandatory collection provisions In the event any road is, in Contractor's reasonable judgment, unsafe or in such a state of disrepair that the road will be either hazardous or potentially cause injury to even the smaller sized vehicles of Contractor, Contractor shall not be required to provide service to customers on said road. In such event, this Franchise shall not include the customers located on the road or portion of the road that Contractor refuses to service, and the County may in its sole discretion franchise the provision of Solid Waste collection services to those customers to a person or entity other than Contractor. In addition, Contractor may request that customers on non-County maintained roads sign a waiver and indemnification agreement prior to receiving service from Contractor, and Contractor may refuse to provide service to any such customers that fail to sign such waiver and indemnification, but Contractor shall provide service to those customers that do sign such a waiver and indemnification. The form of this indemnification and waiver shall be subject to the advance written approval of the County, which shall not be unreasonably withheld.

C. Initial Service Levels; Expanded Services. The services that the Contractor shall provide to its customers under this Agreement upon the Commencement Date are set forth in Exhibit B.

D. Once-A-Week Service. 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 the 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 Wastes and Special Wastes) which have been properly placed, kept or accumulated in authorized Solid Waste containers, at curbside or other authorized collection station(s) prior to Contractor's normal weekly collection time. Any excess refuse that does not fit within 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 C.

(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 the premises where the containers are located, in a manner consistent with public health and safety.

E. 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. Contractor agrees to reasonably adjust the hours of commencement of collection operations in selected areas at the request of County where early collection activities have generated numerous complaints from nearby residents.

F. Collection on Holidays. Contractor has informed County that Contractor's arrangements with its Solid Waste customers will provide that if the day of collection on any given route falls on a legal holiday, i.e., New Year's Day, Christmas Day, July 4th, Labor Day, Memorial Day, or Thanksgiving Day (" Authorized Collection Holidays"), Contractor may provide collection service for such route on the work day next following such holiday or moved back one day at the discretion of Contractor.

G. Medical, Hazardous and Special Wastes. 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 County approval, but may be reviewed by the County in its discretion at the request of any customer. Contractor shall not engage in the collection of Medical Waste; however, Contractor's principals may form a separate and independent company to engage in the collection and disposal of Medical Waste. County reserves the right to franchise other parties to perform Hazardous, Medical and Special Waste handling services.

H. County 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 County before implementing such Recycling programs. In seeking County's approval for such new programs, Contractor shall provide the County 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, County may, in its sole discretion, choose to completely or partially subsidize the program.

I. Bulky Waste Pick-Up. Contractor shall provide Bulky Waste pick-up for all customers within the Franchise Area, as described in Exhibits 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 all bulky items left for collection at curbside by the customer for an additional per item charge subject to size and weight limitations. Contractor shall have no duty or responsibility to collect any Hazardous Waste except as otherwise required in this Agreement.

J. Pick-up of Illegally Disposed Waste. Contractor shall, at the written request of the County, pick up, dispose of or Recycle, as appropriate, illegally disposed waste within the Franchise Area. Contractor may schedule such pick ups concurrent with Contractor's bulky waste pick ups, but no less often than once per week when requested by County. This section is not intended to replace the Clean Tahoe Program. If the County desires to replace its current litter abatement crews with Contractor-provided labor, then the County and Contractor shall negotiate mutually agreeable pricing terms for such services and shall adjust the rates set forth in this Agreement accordingly.

SECTION 7 - MATERIALS RECOVERY SERVICES TO BE PROVIDED BY CONTRACTOR

A. General Responsibilities and Compensation. Contractor shall provide all Processing, Recycling and Materials Recovery Services described in this Agreement. Contractor's compensation for these services for Solid Waste and Recyclable Materials brought to the Materials Recovery Facility in Contractor's collection vehicles shall be included in Contractor's collection rates approved by the County. Contractor's compensation for these services for Solid Waste and Recyclable Materials brought to the Materials Recovery Facility by members of the public or other private third parties in their own vehicles shall be as set forth in the "Gate Rates" for the Materials Recovery Facility and/or Resource Recovery Facility. The initial Gates Rates for such public or private third party loads are set forth in Exhibit B attached hereto. These Gate Rates shall be subject to annual adjustment in accordance with Section 22 and otherwise under this Agreement.

B. Materials Recovery Facility. Contractor shall at its sole cost and expense, provide all management, supervision, personnel, materials, equipment, utilities, services and supplies necessary to operate, maintain and repair the Materials Recovery Facility in a manner consistent with good engineering, operational and maintenance practices and with industry standards, in order to receive, transfer and/or Process Solid Waste brought to the Materials Recovery Facility by Contractor, the public and others, and to divert from landfilling and to Recycle Recyclable Materials contained in such Solid Waste, to the extent practicable and in accordance with its reasonable business judgment. The services and functions to be performed at the Materials Recovery Facility are more fully described in the Operations Plan which is set forth in Exhibit E, which is attached hereto. Contractor's failure to comply with the plan for the facility set forth in Exhibit E shall constitute a material breach of this Agreement. Contractor shall receive Solid Waste from the public at the Transfer Station/Materials Recovery Facility during the following days and hours: Monday through Saturday, 8 a.m. to 5 p.m., except for Christmas Day and New Year's Day, which shall be deemed "Authorized MRF Holidays." In addition, subject to the prior approval of the County, Contractor may implement early closure of the South Tahoe Refuse Transfer Station/MRF (i.e., by 1:00 p.m.) on the following days: Christmas Eve, New Year's Eve, Easter Sunday, July 4th, and/or Thanksgiving Day.

Contractor shall install, maintain and operate video monitoring cameras at the MRF, the number and locations of which shall be approved by the County, and shall provide the County, with real time on line access to the video monitoring output.

SECTION 8 – PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY

A. Overall Responsibilities. The County (as used in this Section 8 only, the term "County" shall mean and refer to El Dorado County, California) shall be the Operator of the PHHWCF under the applicable regulations of the Department of Toxic Substances Control and hereby subcontracts with the Contractor such that the Contractor shall be responsible for the operations and closure and any required post-closure monitoring or maintenance of the PHHWCF on the County's behalf. In performing its duties as the County's subcontractor:

(1) The Contractor shall, at its sole cost and expense, provide management, supervision, personnel, materials, equipment, services and supplies necessary to operate, maintain and repair the PHHWCF, throughout the term of this Agreement, in a manner consistent with good engineering, operational and maintenance practices and procedures, and in compliance with all applicable federal, state and local laws, regulations and ordinances, in order to receive Household Hazardous Waste during the PHHWCF operating hours, and to store and arrange for recycling or disposal of such Hazardous Waste all in accordance with the terms of this Agreement. The operating hours of the PHHWCF shall be Tuesdays 9:00 a.m. to 12 noon and 1:00 p.m. to 4:00 p.m. and Saturdays, 9:00 a.m. to 11:30 a.m.

(2) The Contractor shall provide for the removal and transportation to Licensed Hazardous Waste Recycling Treatment or Disposal Facilities ("TSDFs") of all Hazardous Waste received at the PHHWCF. Wherever possible, Hazardous Waste shall be recycled or, if not possible, treated or incinerated. Any such recycling or material recovery shall count toward the Recycling Guarantee. If recycling, treatment and incineration all are not available alternatives, then, and only then, may Contractor arrange for the landfilling of Hazardous Waste. County hereby agrees that all Hazardous Waste Manifests for such removal, transportation and disposal shall bear the name of County as Generator of the waste, and shall be signed by Contractor as an authorized representative of County. Contractor shall dispose in the aforesaid manner of all Hazardous Waste received at the PHHWCF in accordance with all applicable federal, state, and local laws and regulations. Contractor shall remove such Hazardous Waste in a reasonable and cost-effective manner consistent with the other provisions of this section. Contractor shall determine the TSDFs to be used for recycling, treatment, incineration, or disposal of such Hazardous Wastes, and Contractor shall use such TSDFs for such purposes unless otherwise directed by the County or unless Uncontrollable Circumstances require use of an alternative TSDF. Notwithstanding any of the foregoing, Contractor shall obtain the prior written approval of the County before landfilling any Hazardous Waste.

B. Compliance With Laws. Throughout the duration of this Agreement, Contractor shall operate and maintain the PHHWCF, and shall arrange for the storage of Hazardous Waste at the PHHWCF and the shipment or delivery of Hazardous Waste to Licensed Hazardous Waste Recyclers or Disposal Facilities in compliance with all applicable federal, state and local statutes, laws, regulations and ordinances, as currently in existence or as may be enacted or modified during

the Term of this Agreement. The Contractor shall comply with, and pay, any fine, penalty or other charge with respect to the Contractor's failure to adhere to, all requirements of any applicable environmental laws and regulations or other applicable laws, ordinances, codes, regulations and rules, and any permits issued thereunder, which are necessary for the operation of the PHHWCF, unless such fine, penalty or other charge is imposed by reason of acts or omissions of County or other third parties beyond Contractor's control. In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin or handicap.

C. Safety of Persons and Property. Throughout the term of this Agreement the Contractor agrees that it will: (a) take all reasonable precautions to prevent damage, injury or loss, by reason of or related to the operation and maintenance of the PHHWCF, to any property on the PHHWCF Site or adjacent thereto, including equipment, structures and utilities; (b) establish and maintain safety procedures for the PHHWCF for the protection of employees of the Contractor and all other Persons, invitees and permittees at the PHHWCF in connection with the operation and maintenance thereof at a level consistent with applicable law and with good industry standards and practices for Hazardous Waste collection facilities; (c) comply with all applicable laws, ordinances, rules, regulations and lawful orders of any governmental agency relating to the safety of persons or property at the PHHWCF or their protection at the PHHWCF from damage, injury or loss; and (d) designate a qualified and responsible member of its organization at the PHHWCF Site whose duties shall include safety and the prevention of fires and accidents at the PHHWCF and the PHHWCF Site and to coordinate such activities as shall be necessary with federal, state, local, and municipal officials.

D. Repair and Maintenance of the PHHWCF and PHHWCF Site. The Contractor shall operate and maintain the PHHWCF and the PHHWCF Site in a good, clean and orderly condition, reasonable wear and tear excepted, including necessary repairs and equipment maintenance. Any capital improvements or major repairs shall be paid for by the County, or if paid by Contractor, shall be reflected in an adjustment to Contractor's rates; provided, however, that Contractor may not seek reimbursement through Contractor's rates for capital improvements or repairs not approved in advance in writing by the County.

E. Personnel. All of the Contractor's personnel assigned to the PHHWCF shall be appropriately trained in accordance with all applicable rules, regulations and law so that the PHHWCF will be operated and maintained in accordance with all applicable federal, state and local laws and regulations.

F. Operating Period; Receiving Time; Legal Holidays.

(a) The Contractor shall keep the PHHWCF open for receiving and shall receive Hazardous Waste from the general public and Conditionally Exempt Small Quantity Generators ("CESQG") on Tuesdays, from 9:00 a.m. to 12 noon and 1:00 p.m. to 4:00 p.m. and Saturdays, 9:00 a.m. to 11:30 a.m.

(b) The Contractor agrees to receive Hazardous Waste at the PHHWCF at hours other than the Receiving Time, if (i) requested by the County to accommodate unusual

quantities of Hazardous Waste resulting from an emergency or from programs of the County or any local governmental entity designed to promote clean-up of an area serviced by the PHHWCF; (ii) the PHHWCF is able, in the reasonable judgment of the Contractor, to receive such additional quantities of Hazardous Waste without adversely affecting the Contractor's operation or maintenance of the PHHWCF and/or the MRF; and (iii) the County provides the Contractor with reasonably adequate advance notice of such delivery of Hazardous Waste to enable the Contractor to respond to any such request. Written confirmation shall be provided within ten days of such event.

(c) Contractor, with the consent of the County (which shall not be unreasonably withheld) may change the list of Household Hazardous Waste materials that are acceptable for disposal at the PHHWCF. Contractor shall be under no obligation to accept or receive Hazardous Waste that is not identified as acceptable for disposal at the PHHWCF.

G. Gate fees for Conditionally Exempt Small Quantity Generator's Hazardous Waste. A gate fee (approved by County pursuant to the MRF) shall be established and collected for CESQG waste.

H. Closure. Contractor shall conduct the proper closure of the PHHWCF and any required post-closure monitoring or maintenance thereof, in accordance with any and all applicable federal or state laws and regulations now existing or which may hereafter be promulgated. Contractor shall be responsible for providing adequate financial assurances for the closure and post-closure of the PHHWCF and for establishing the existence of such financial assurances to the satisfaction of the County and any applicable regulatory agencies, and shall comply with the provisions of 22 CCR 67450.30 or any successor regulation or amendment thereof.

I. Subcontractor. Contractor may subcontract the operation of the PHHWCF to a third party, with the County's consent, provided that such consent shall not be unreasonably withheld. The parties acknowledge that as of the Commencement Date, Philip Environmental is an approved subcontractor to operate the PHHWCF, and shall be governed by the terms of this Section 8.

SECTION 9 – FACILITIES FOR PROCESSING AND DISPOSAL OF SOLID WASTE

A. Contractor To Provide 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 utilized by the Contractor must be designed and constructed in accordance with applicable state and federal regulations. The landfill must have all required permits from federal, state, regional, county and city agencies 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 County of all notices of violations, that could affect the Contractor's ability to perform under this Agreement, or amendments to permits, including any extensions. The landfill shall not maintain the co-disposal of municipal solid waste and hazardous waste (other than household hazardous waste) in the same lined cell.

Any landfill 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 County 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 Provide Fully Permitted Materials Recovery and Transfer Facilities. Any materials recovery or transfer facilities utilized 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 County 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, all 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 10 - CASH BOND AND INSURANCE

A. Cash Bond. In the event Contractor fails to make timely payment of any Franchise Fees owed to County, after ten days written notice from County demanding such payment, County may require Contractor, in addition to paying the late Franchise Fee payment plus default interest thereon, to deposit with County a cash bond, a performance bond or a letter of credit for the benefit of County in the sum of Seventy-Five thousand dollars ($75,000.00) The County 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 County'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 County an amount owing under this Agreement plus interest at the rate of fifteen percent (15%) per annum, or, if less, the maximum interest rate allowed by law, the cash bond or letter of credit may be assessed by the County upon five (5) days' prior written notice to the Contractor for purposes including, but not limited to:

(a) Failure of Contractor to pay the County sums due under the terms of the Agreement;

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

(c) Monetary remedies or liquidated damages assessed against Contractor due to breach of Agreement.

(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 County that 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 Douglas County 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 who work in the State of Nevada as required by law in the State of Nevada.

(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) is required in the event motor vehicles are used by the Contractor in performance of the contract.

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

(5) Explosion, Collapse and Underground coverage is required when the scope of work includes XCU exposures.

(6) Contractor shall furnish proof of coverage satisfactory to the Douglas County Risk Manager as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company acceptable to the Risk Manager (which approval shall not be unreasonably withheld), or be provided through partial or total self-insurance likewise acceptable to the Risk Manager.

(7) The County of Douglas, its officer, 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 professional liability insurance policies. Proof that the County is named additional insured shall be made by providing the Risk Manager with a certified copy, or

other acceptable evidence, of an endorsement to Contractor's insurance policy naming the County additional insured.

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

(9) Any deductibles or self-insured retentions must be declared to and approved by the County (which approval shall not be unreasonably withheld).

(10) 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 County of Douglas at the office of County Manager, Attention Dan Holler, P.O. Box 218, Minden, NV, 89423.

(11) 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 contract, 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 contract or for a period of not less than one (1) year (for an occurrence policy) or (3) years (for a claims made policy). New certificates of insurance are subject to the approval of the Risk Manager.

(12) Certificate shall meet such additional standards as may be reasonably determined by the contracting County Department either independently or in consultation with the Risk Manager, as essential for protection of the County.

(13) Contractor shall not commence performance of this Agreement unless and until compliance with each and every requirement of the insurance provisions is achieved.

(14) Failure of Contractor to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Agreement.

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

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

(17) The insurance companies shall have no recourse against the County, its officers, agents, employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

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

SECTION 11 - TERM

A. Initial Term. The Initial Term of this Agreement shall commence effective April 1, 2005 and terminate on December 31, 2028. However, if as of December 31, 2010, Contractor has not completed construction of Phase I of the proposed resource recovery facility described in Exhibit D attached hereto, and commenced the operation of said facility, this Agreement shall terminate on December 31, 2014. The December 31, 2010, date will be extended as necessary for any delays beyond the reasonable control of Contractor despite Contractor's use of reasonable business efforts to avoid or mitigate any such delay. The term "reasonable business efforts" shall mean "those efforts a reasonably prudent business person would expend under the same or similar circumstances in the exercise of such person's business judgment, intending in good faith to take steps calculated to satisfy the obligation that such person has undertaken to satisfy." If the contract term reverts back and will end on December 31, 2014, Contractor is relieved of any obligation or responsibility to construct the proposed resource recovering facility.

B. Renewal Options. The County shall have the right, in its sole discretion, to unilaterally extend the term of this Agreement for additional periods of one year each, up to a maximum of two such extensions. If the County elects to so extend this Agreement for either one or both of these optional extension periods, the County shall give the Contractor notice of its election to exercise each such option a minimum of ninety (90) days before the current termination date of this Agreement.

SECTION 12 - FRANCHISE TRANSFERABLE; COUNTY'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 by 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 County expressed by Resolution of the Board of Commissioners. Any attempt by Contractor to assign this franchise without the consent of County shall be void. Notwithstanding the foregoing, Contractor may assign or subcontract this agreement or a portion thereof to another corporate affiliate of Contractor upon advance written notice to the County, provided that the assignor and Guarantor shall each shall remain liable for performance of this Agreement.

In the event of any assignment for which County consent is required pursuant to this Section, Contractor's assignee shall not be allowed to recover in its rates set pursuant to this Agreement any of the assignee's costs of acquisition of Contractor or to recoup any interest or financing charges incurred by such assignee relating to the costs of such acquisition; provided, however, that nothing here shall be construed as disallowing any financing, interest or depreciation

charges for Phase I of the resource recovery facility or for other capital costs incurred prior to the proposed assignment, to the extent that such charges were previously allowed to be recaptured in the rates set for Contractor.

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. County 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, any acquisition of more than ten percent (10%) of Contractor's voting stock by an entity or a person, or group of persons acting in concert, provided, however, any transfer of ownership of any or all of the stock of Contractor to a wholly owned subsidiary or corporate affiliate of Contractor or transfers, directly or indirectly, to an existing owner or transfer by an existing owner to another immediate family member or (including adopted or stepchildren) or any direct lineal descendant of the existing owners shall not constitute a change in ownership, provided that the transferor shall each remain liable for performance of this Agreement. In the event of any such excepted transfer, the transferee shall be subject to the provisions of this Agreement including the restrictions on any subsequent transfers.

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

E. County's Option to Terminate; Conditions to Assignment. In the event the Contractor herein attempts to assign or subcontract this Agreement or any part hereof or any obligation hereunder in contravention of this Section 12, the County shall have the right to elect to terminate this Agreement forthwith, without suit or other proceeding. The County may in its reasonable discretion condition its consent to any assignment of this Agreement on the assignee's written agreement to incorporate additional terms and conditions in this Agreement, including provisions for liquidated damages, enhanced performance standards, and additional financial assurances and guarantees, in order to ensure that any such assignee continue to deliver the highest quality of services to its customers at reasonable rates

G. Conditions to Obtaining County's Consent. The County's consent to an assignment or change of control may be withheld in the County's sole and unfettered discretion and may also be withheld if, inter alia, the following conditions are not satisfied:

(1) The Contractor shall give the County at least ninety (90) 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 County 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 the assignee, and the names, addresses and telephone numbers of all principals, partners and/or shareholders thereof, as the case may be; and

(c) Financial statements of the proposed assignee for the immediately preceding five (5) operating years, indicating that the proposed assignee's financial status is sufficient to perform all Contractor's obligations.

(d) Satisfactory proof that the proposed assignee or the management thereof has at least seven (7) years of municipal solid waste experience on a scale equal to or exceeding the scale of operations conducted by the Contractor and has operated in a manner consistent with its contractual obligations to other municipalities which it serves in respect of AB 939;

(e) Satisfactory proof that in the last seven (7) years, the proposed assignee has maintained its waste management operations in a manner satisfactory to other municipalities in which it operates and in compliance with applicable law and regulations

(c) A copy of any and all purchase and assignment agreements containing, at a minimum, the terms and conditions of the sale, transfer or assignment of this Agreement, and of 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. Further, however, that nothing in this Agreement shall obligate County to treat any of said acquisition costs as an 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 particularly, to be able to perform under this Agreement in a fashion that will assure the County of complying with AB 939.

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

SECTION 13 - FRANCHISE TRANSFER; FEES

A. Transfer Fee. Any application for a franchise transfer shall be made in a manner prescribed by the County. The application shall include a transfer fee in an amount to be set by County by Resolution of the Board of Commissioners, to cover the anticipated cost of all direct administrative expenses of County, including consultants and attorneys, necessary to adequately analyze the application and to reimburse County for all direct and indirect expenses. Such transfer fee shall not exceed Ten Thousand Dollars ($10,000). County's request for reimbursement shall be

supported with evidence of the expense or cost incurred. The applicant shall pay such bills within thirty (30) days of receipt.

B. Non-Recoverable Costs. These franchise transfer fees are over and above any franchise fees specified in this Agreement, and shall not be recoverable costs for rate setting purposes.

SECTION 14 - PERFORMANCE STANDARDS

[This Section 14 Intentionally Left Blank.]

SECTION 15 - TERMINATION

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

A. Material Breach of 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, County 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, County shall have the right to terminate this Agreement if:

(1) The County 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.

(3) Any lender who has advanced or participated in the financing of the resource recovery facility will have thirty (30) days after Contractor's default cure period has expired to cure any Contractor defaults and reinstate this agreement on behalf of Contactor.

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; or (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 111 USC Section 365(b)(1)(c), or any successor provision of the Federal Bankruptcy Code. The foregoing provisions shall not prevent the County from requesting such other conditions to assumption of this Agreement, as it deems reasonable and necessary.

C. 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 of Commissioners, this Agreement and the franchise granted thereunder shall be of no further force and effect, excepting those provisions concerning County's right to indemnity and to temporarily assume Contractor's obligations. County then shall be free to enter into whatever other arrangements are deemed justified and necessary for the collection, removal and disposal of solid waste within the franchise area.

Should Contractor at any time contend that the County has breached any material provision of this Agreement, Contractor shall immediately notify the County in writing of Contractor's contention. The County 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 breach. If County fails to cure the breach within such time, the Contractor may terminate this Agreement.

SECTION 16 - RIGHTS OF COUNTY TO PERFORM DURING EMERGENCY

A. Emergency Collection. Should Contractor, for any reason whatsoever, 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 County in the exercise of his/her sole discretion, should find that such accumulation endangers or menaces the public health, safety or welfare; then in such event County shall have the right, upon twenty-four (24) hour prior written notice to 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.

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

C Contractor to Pay Increased Costs All costs, fees, rates and other expenses incurred by the County and/or its third-party contractor that exceed those which would have been incurred by County had no such emergency arisen shall be the responsibility of the Contractor, and shall be paid to the County within thirty (30) days of Contractor's receipt of written notice to so pay unless such costs, fees, rates or other expenses shall have been a result of an event or condition of Force Majeure which prevented the Contractor from meeting its obligations hereunder

SECTION 17 - 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 intentionally revealed to any person, private agency or company, unless upon the request of federal or state law enforcement personnel, the authority of a court of law, by statute, or upon valid authorization of the customer This provision shall not be construed to preclude 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 County 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

C Video Camera Monitoring Contractor shall comply with all federal and states laws, including the Health Insurance Portability and Accountability Act of 1996, concerning the use of video monitoring cameras at Contractor's Transfer Station/Materials Recovery Facility/Resource Recovery Facility and other areas of Contractor's operations, and shall provide the County evidence of Contractor's compliance The County shall use good faith efforts to notify Contractor of any theft, violence, or other criminal or otherwise unlawful behavior it observes in monitoring activities at Contractor's MRF

SECTION 18 - RECORDS AND ACCOUNTING

A Financial Reporting Contractor shall maintain a proper set of books and records on an accrual basis, and an annual audited financial statement, in accordance with generally accepted accounting principles, accurately reflecting the business done by it under this Agreement Contractor shall submit to the County each year a copy of its audited annual financial statement as soon as it is received by Contractor, but in all events no later than four months following the close of Contractor's fiscal year In addition, Contractor shall provide County with quarterly reports showing the financial performance of its Materials Recovery Facility operations as well as the financial performance of Contractor's other recycling programs These reports shall show (for each category of Recyclable Materials requested by County) actual diversion data, the actual cost of diverting such Recyclable Materials from the wastestream, and revenues received from the sale of such Recyclable Materials

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 five (5) years from the date of the generation of each such record The County or its agent(s) shall have the right, upon ten (10) business days' advance notice, to inspect all maps, AB 939 records, Contractor's books and records, customer complaints, and other like materials of the Contractor which reasonably relate to Contractor's compliance with the provisions of the Franchise Agreement Such records shall be made available to County at Contractor's regular place of business, but in no event outside of County Contractor shall further maintain and make available to County, records as to number of customers, total and by type, route maps/route listings, service records and other materials and operating statistics in such manner and with such detail as County may require County shall treat the information required by this paragraph that affects the competitive position of the Contractor as confidential information to the extent permitted by law County 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 providing that County shall hold and keep such copies and photocopies confidential The Confidentiality Agreement shall be negotiated in good faith between the County and Contractor and commemorated in a separate legally binding document prior to any subsequent rate increase

C Underpayment of Franchise Fees Should any examination or audit of Contractor's records reveal an underpayment of any fee required under this Franchise Agreement, the amount of such underpayment shall become due and payable to County not later than thirty (30) days after written notice of such underpayment is sent to Contractor by County Should an underpayment of more than two percent (2%) be discovered, Contractor shall bear the entire cost of the County'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 County with information pertaining to the Contractor's operations which are not regulated by the County, except in conformance with this Section

(2) The County's agents shall be entitled to examine the books, records and financial statements of Contractor and its Affiliates pertaining to operations not regulated by the County for the sole purpose of gathering information necessary to allow the agents to ascertain whether income, expenses, assets and liabilities are reasonably and consistently allocated among operations regulated by County and those not regulated by the County and to assess the reasonableness of any transactions between Contractor and any of its Affiliates A transaction shall be deemed to be reasonable if in the judgment of County'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 Contractor shall obtain County's written approval of its method of segregating its financial records between County-regulated and non-County regulated operations

(3) Information gained from examination of records pertaining to operations not regulated by the County shall be treated by the County and its agents as confidential

information in accordance with applicable state law County's agents shall prepare a confidential report regarding the results of their examination of Contractor's non-regulated operations and transactions with Affiliates County's agent shall issue its report on Contractor's non-regulated operations and Contractor's transactions with Affiliates to County's counsel, and said report shall remain confidential, except that the dollar amount and general description of any costs that County's agent recommends be disallowed shall be disclosed to County's governing body If Contractor appeals the conclusions of said report to County's governing body, Contractor shall decide what portions, if any, of said report shall be disclosed to County's governing body County's governing body shall then consider Contractor's appeal but may, in its discretion, deny said appeal if inadequate information has been disclosed to County's governing body to make an informed decision on the appeal

(4) For review of books and other financial records necessary to verify the Contractor's income, expenses, assets and liabilities, "Agent" shall mean an independent Certified Public Accountant or public accountancy firm or other independent agent designated by County

E Public Records Nothing in this section will prevent County from allowing public access to County's records as provided for under the Applicable Laws of California and Nevada, and in the event any dispute arises as to the public access to information provided by Contractor under the terms of this Agreement, the County shall in its discretion provide public access to said information Provided by grantee under the terms of this agreement, the Grantor shall in its discretion provide public access to said information according to law or tender the defense of any claims made against the Grantor concerning said information to Grantee Grantor shall make a good faith effort to notify Grantee of the intended release

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

SECTION 19 - REPORTS AND ADVERSE INFORMATION

A Annual Reports Upon request by the County, within one hundred and twenty (120) days after the close of Contractor's fiscal year (Contractor's fiscal year ends on June 30th of each year), Contractor shall submit to the County a written annual report, in a form approved by the County, including, but not limited to, the following information

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

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

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

B Adverse Information Contractor shall provide County 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 California Integrated Waste Management Board, or any other federal, state or county agency Copies shall be submitted to County simultaneously with Contractor's filing of such matters with said agencies Contractor's routine correspondence to said agencies need not be automatically submitted to County, but shall be made available to County upon written request, as provided in this section

(1) The Contractor shall submit to County 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 Nevada Public Records Act shall be clearly identified as such by Contractor with the basis for such exclusion clearly specified In the event County receives a request under the Public Records Act, or by subpoena, the County shall notify Contractor to permit Contractor to object to the release of the information requested or subpoenaed

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

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

C AB 939 Requirements During the term of this Agreement, Contractor shall submit to County quarterly, and more often if required by law, information reasonably required by County to meet its reporting obligations imposed by AB 939, and the regulations implementing AB 939, in a manner approved by County Such reports include, but are not limited to South Lake Tahoe Waste Management Authority – Monthly Waste Facility Diversion Summary, South Tahoe Refuse Transfer Station Export Report and Waste Generation Summary Report – Jurisdictional Allocation Contractor agrees to submit such reports and information on computer disks, or by model, in format compatible with County's computers, if practicable Contractor agrees to render all reasonable cooperation and assistance to the County in meeting the requirements of County's source reduction and recycling element and non-disposal facility element

D Waste Audits

(1) Contractor shall conduct waste audits at the request-of County where such waste audits are necessary to enable County to comply with the requirements of federal or state law

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

(3) The purpose of the audit will be to identify volume and characteristics of solid waste being generated by the customer

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

E Failure to Report The refusal, failure or neglect of the Contractor to file any of the reports required, or to provide material information to County, or the intentional inclusion of any materially false or misleading statement or representation made knowingly by the Contractor shall be deemed a material breach of the Agreement, and shall subject the Contractor to all remedies, legal or equitable, which are available to the County under the Agreement

SECTION 20 - REVIEW OF PERFORMANCE AND QUALITY OF SERVICE

A Performance Review From time to time, at its sole discretion, County 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 according to industry standards Contractor agrees to cooperate in any such examination, and shall permit County's representatives to inspect, at Contractor's principal place of business, such information pertaining to Contractor's obligations hereunder as County may require, including but not limited to, such things as customer inquiry records, collection routes and equipment records Access to Contractor's records shall be subject to Section 18

B Public Hearing At County's sole option, within ninety (90) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of the Agreement, County 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 these shall be considered

C Report on Performance Within thirty (30) days after the conclusion of the public hearing, County shall issue a report with respect to the adequacy of performance and quality of service, using industry standards as a baseline for acceptable performance If any non-compliance with the franchise is found, County may direct Contractor to correct the inadequacies or initiate default proceedings in accordance with Section 15 above

D Customer Surveys, Billing Information

(1) Contractor shall provide prompt, efficient, continuous and professional service to its customers

(2) Upon the request of the County, as part of the annual review of performance described above, Contractor shall, at a cost not to exceed $20,000, conduct a survey or surveys of all customers to determine their satisfaction with Contractor's service, including, without limitation, response to customer complaints The survey methodology, format and content shall be subject to the prior review and approval of the County A copy of the survey results shall be sent to the County within sixty (60) days of completion of the survey Nothing in this paragraph shall limit the right of the County to conduct additional surveys at its own expense The Contractor shall reasonably cooperate with the County in such cases

(3) Upon initiation of service Contractor shall send or deliver to its customers, information concerning the conditions of service, including, but not limited to, rates, fees, charges, service options, payment options, discounts (if any), days of collections, the amount and manner of refuse to be collected, service level and inquiry/complaint procedures, including the name, address and local telephone number of Contractor The form and content shall be subject to the review and approval of the County

SECTION 21 - SYSTEM AND SERVICES REVIEW

To provide for technological, economic and regulatory changes in solid waste collection, to facilitate recycling programs, to promote competition in the solid waste industry, and to achieve a continuing, advanced solid waste collection system, the following system and services review procedures are hereby established

A Public Hearing At County's sole option, County may hold a public hearing on or about the first anniversary date of the Agreement to review Contractor's collection systems and services Subsequent system and services review hearings may be scheduled by County each two (2) years thereafter It is County's intent to conduct any system and services review concurrently with any annual review of performance and quality of service as provided for in Section 20, above

B Contractor's Report Sixty (60) days after receiving notice from the County, Contractor shall submit a report to County indicating the following

(1) All solid waste collection and recycling services reported in solid waste collection and recycling industry trade journals that are being commonly provided on an operational basis, excluding tests and demonstrations, to communities in the United States with comparable populations, that are provided by Contractor to County,

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

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

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

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

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

SECTION 22 - 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 C and 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 Contractor Contractor shall not receive any form of payment or other consideration from the County 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) Effective Date The rates specified in Exhibit C are the rates of Contractor that became effective as of April 1, 2005 The rates in Exhibit C shall be further increased by 9% on January 1, 2006 and increased by an additional 9% on January 1, 2007 When each 9% rate goes into effect, Contractor shall receive 3% of each 9% increase with 6% of each 9% increase being paid to and held by the JPA and not passed on until Milestones #1 and #2 below have been completed In other words, upon completion of Milestone #1, Contractor will receive the 6% rate increase held by the JPA pursuant to the January 1, 2006, rate increase and upon completion of Milestone #2, Contractor will receive the 6%

rate increase held by the South Lake Tahoe Basin Waste Management Authority, a joint power authority, ("JPA") pursuant to the January 1, 2007, rate increase

Milestone #1 –Contractor will provide County with verification of all required permits and financing for initiation of construction of Phase I of the Resource Recovery Facility

Milestone #2 -- Contractor will provide County with verification of completion of 50% of construction of Phase I of the Resource Recovery Facility

(2) County's Powers The Board of Commissioners shall set and regulate all other rates and charges assessed by Contractor for any and all services and activities it performs or engages in the Franchise Area

(3) Extra Charges Contractor shall not impose extra charges on Customers for extra services or for other reasons, except where expressly allowed by the Rate Schedule approved by the Board of Commissioners

B Time for Rate Settings, Rate Settings Procedures and COLA Increases The Board of Commissioners shall set the rates to be charged by Contractor pursuant to this Agreement Commencing January 1, 2008, and every four (4) years thereafter, Contractor may apply as hereinafter provided for a general rate increase Contractor's rates shall remain unchanged (except for COLA increases) unless Contractor submits a written request to the Board of Commissioners for a general rate adjustment no earlier than September 1 and no later than November 1 of the year prior to when a general rate adjustment can be applied for In the intervening years that Contractor cannot apply for a general rate adjustment, Contractor shall be entitled to increase its rates January 1 of each year pursuant to a cost-of-living adjustment (COLA) in accordance with the COLA adjustment formula set forth in Exhibit "E", attached hereto and incorporated herein If the Board of Commissioners determines to regulate the rates of only some of Contractor's services and activities, that shall not be construed as a waiver of the County's rights to regulate services not so regulated When applying for a general rate adjustment, Contractor shall submit to the Board of Commissioners a rate application in a form to be determined by the Board of Commissioners, which shall include proposed collection rates and revenues and Operating Cost and Pass-Through Cost projections for the upcoming two-year period, which projections shall have a reasonable factual basis Rates shall be set with the intent to reimburse Contractor for allowed Operating and Pass-Through and Allowed Profit The Board of Commissioners shall have the right to review the projections and if it determines that the Contractor's projections and/or any component thereof are unreasonable, then they may make adjustments, with a reasonable factual basis, in Contractor's projections of its Operating Costs and Pass-Through Costs and in setting rates If the Contractor feels the Board of Commissioners has acted unreasonably, it shall have the right to commence an action in law or equity to determine the reasonableness of the Contractor's projections or component thereof and the rates determined thereby By this Agreement, neither the County nor its governing body or staff agree, guarantee or warrant that such projections or adjustments will be accurate or that Contractor will in fact achieve reimbursement of all of its Operating Costs or Pass-Through Costs, or that Contractor will achieve its projected profit margin Contractor expressly assumes the risk that its costs may be higher than projected in the rate setting process and that its revenues may be lower than projected When a general rate adjustment has been requested, as

hereinabove provided, Contractor shall provide written notice to each rate payer, in a form approved by the County, of the time, date and place of each hearing set by the Board of Commissioners to set rates Contractor shall provide said notice of at least ten (10) but not more that sixty (60) days prior to such date

Notwithstanding the foregoing, the Board of Commissioners may initiate a general review of Contractor's rates to be effective at any time after January 1, 2008 Such rate review shall be conducted in accordance with the provisions of this Section

Contractor shall also be entitled to a rate increase whenever Contractor's landfill disposal costs increase due to a rate increase at the landfill used by Contractor, but only for the purpose of passing through said disposal cost increase in Contractor's collection rates Contractor shall provide the Board of Commissioners with a minimum of thirty (30) days' advance written notice of said proposed increase, including satisfactory evidence of the landfill tipping fee increase and a calculation showing the amount of the increase in Contractor's collection rates needed to recoup the disposal cost increase The Board of Commissioners may reasonably request further information from Contractor justifying the proposed rate adjustment, and shall consider the request for an increase within said thirty- (30) day period

In addition, the Board of Commissioners shall consider revising Contractor's rates whenever Contractor establishes to the satisfaction of the Board that unforeseen circumstances have arisen which have materially affected the Contractor's costs or revenues under this Franchise Agreement

C Operating Costs Operating Costs used to determine rates include Solid Waste collection, processing and disposal costs Such costs shall include costs of operating Contractor's transfer station and the Materials Recovery Facility and the Resource Recovery Facility, prorated to reflect the amount of County's franchised Solid Waste processed at said facilities compared to all Solid Waste processed at said facilities Operating Costs shall exclude the following

(a) income taxes,

(b) payments to Affiliates of Contractor other than reasonable compensation for goods or services rendered,

(c) entertainment expenses,

(d) fines and penalties,

(e) cost of repairs due to operator negligence,

(f) charitable and political donations,

(g) expenses not associated with Solid Waste operations franchised under this Agreement,

(h) unreasonable expenses in kind or amount,

(i) capital costs, depreciation and amortization expenses associated with the Materials Recovery Facility building and the Resource Recovery Facility buildings (however, reasonable depreciation of equipment located therein shall be allowed as an Operating Cost),

(j) the principal portion of any loan repayments, and

(k) any other costs disallowed under the terms of this Agreement

D Officers' Salaries Operating costs shall include reasonable salaries and bonus compensation The parties hereto agree that for the fiscal year July 1, 2004, through June 30, 2005, County has accepted, as reasonable operating costs of Contractor, combined salaries and bonus compensation for all officers of Contractor the sum of $716,244 00 per year This amount does not include health insurance and pension plan benefits Commencing July 1, 2005, and on the same day of each and every year thereafter through the end of this Agreement, absent an adjustment in this total cost as provided for below, the above-referenced salary amount shall be adjusted annually based on changes in the Consumer Price Index for all consumers, San Francisco Bay Area The base year index to be used will be 2004

Notwithstanding the foregoing, Contractor may apply as part of a general rate review for an adjustment in this total officer's compensation number based on a demonstration by Contractor of the reasonable necessity for increased officers' salaries or the hiring of additional officers, and similarly the County may revise this total cost number for officers' compensation during a general rate review if the County reasonably determines that a different total cost for combined salaries and bonus compensation for all officers of Contractor is more reasonable

E Pass-Through Costs Pass-Through Costs shall be allowed as an expense for purposes of setting Contractor's collection rates, but shall not be included as an eligible cost for purposes of calculating Contractor's profit margin Pass-Through Costs include the following

(a) The debt service (principal and interest payments) on the loan given Contractor by the South Lake Tahoe Basin Waste Management Authority for the construction of the Materials Recovery Facility building (but the principal payment of any loans to purchase equipment located therein shall not be an allowed cost), and the debt service (principal and interest payments) on the loan for the construction of the Resource Recovery Center buildings (but the principal payment of any loans to purchase equipment located therein shall not be an allowed cost), including any expenses incurred by Contractor arising out of said loans,

(b) interest charges on other obligations of Contractor,

(c) the Franchise Fee set pursuant to this Agreement, and

(d) fees, surcharges and other amounts collected by Contractor as the agent of or for the benefit of County or the South Lake Tahoe Basin Waste Management Authority or other federal, state or local agency

F Operating Ratio and Allowed Profit The Contractor shall be entitled to a profit on its Operating Costs, to be determined by use of an Operating Ratio

The Operating Ratio number will be determined using a sliding scale, under which the Operating Ratio number will decrease (and, thus, the Contractor's profit margin will increase) the more Recyclable Materials collected by Contractor are diverted by Contractor from landfilling (i e , "Recovered Materials" as defined in this Agreement) The percentage of Recovered Materials diverted from landfilling by Contractor shall be measured by determining the percentage by weight (in tons) of Recovered Materials diverted by Contractor from landfilling out of (a) all Solid Waste collected by Contractor in the South Lake Tahoe Basin Waste Management Authority Franchise Area from collection routes, (b) all Solid Waste received by Contractor at the Materials Recovery Facility from haulers other than Contractor's collection trucks; and (c) all Recyclable Materials collected at Contractor's buyback centers and through other recycling programs operated by Contractor (hereinafter the "Recovery Percentage") Contractor shall not receive diversion credit for the recovery of Recyclable Materials collected outside of the Authority Franchise Area or from recycling programs operated by third parties The Recovery Percentage shall be rounded to the nearest whole number

The Operating Ratio number shall vary with Contractor's Recovery Percentage in accordance with the following sliding scale

Operating Ratio Number	Recovery Percentage
94 34	0-15%
93 90	16
93 46	17
93 02	18
92 59	19
92 17	20
91 74	21
91 32	22
90 90	23
90 50	24
89	25-28
88	29-32
87	33 100

The amount of profit ("Allowed Profit") to be received by Contractor for a given period shall be determined by multiplying the total projected Operating Costs for the period by a fraction, in which the numerator shall be one hundred (100) and the denominator shall be the Operating Ratio number applicable to the period as determined by using the foregoing sliding scale The Allowed Profit shall then be determined by subtracting the projected Operating Costs from the product of the aforesaid multiplication For example, if projected Operating Costs for a year were $5,000,000 and the Operating Ratio number to be used was 90, the Allowed Profit would be calculated as follows

100/90 = 1 11 (rounded off to one one-hundredths)

$5,000,000 x 1 11 = $5,550,000

$5,550,000 - 5,000,000 = $550,000

Allowed Profit = $550,000

G Recycling Revenue Bonus for Extraordinary Diversion In addition to the foregoing calculation of Allowed Profit, Contractor shall be entitled to receive as and for additional profit, twenty-five percent (25%) of Contractor's gross revenues from the sale of Recyclable Materials diverted from landfilling by Contractor pursuant to this Agreement for those rate periods in which Contractor's Recovery Percentage is equal to or greater than thirty-seven percent (37%), and a total of fifty percent (50%) of Contractor's gross revenues from the sale of Recyclable Materials diverted from landfilling by Contractor pursuant to this Agreement for those rate periods in which Contractor's Recovery Percentage is equal to or greater than forty percent (40%)

F 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 of Commissioners The rates in effect at the time any issue or dispute is submitted to the Board of Commissioners 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 of Commissioners

G 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, where applicable, tipping fees The Contractor shall also collect and remit to County any AB 939 fees and other surcharges imposed by the Board of Commissioners 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) County may, at County's sole option, upon such terms and conditions as may be mutually agreed upon between the parties, elect to bill residents for solid waste collection If County elects to do so, mutually agreed upon guidelines will be established and amended into this Agreement

H Refunds Contractor shall refund to each customer, on a pro-rata basis, any advance service payments made by such customer for service not provided when service is discontinued by the customer after reasonable advance written notice or for service not provided by Contractor due to no fault of the customer, except as modified by any mandatory collection ordinance

SECTION 23 - COLLECTION EQUIPMENT

A Vehicle Standards Contractor warrants that it shall provide an adequate number of vehicles and equipment for the collection and transportation services for which it is responsible under this Agreement All vehicles used by Contractor under this Agreement shall be registered with the Department of Motor Vehicles of the State of California and Nevada, as applicable, 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 noise level generated by compaction vehicles using compaction mechanisms during the stationary compaction process shall be such that it does not unreasonably interfere with the quiet enjoyment of nearby properties unless mandated by any applicable law The equipment of Contractor used under this Agreement shall be subject to inspection by County on a semi-annual basis but shall not be subject to any permit fees therefore

Notwithstanding the generality of the foregoing, Contractor's equipment shall at all times be in conformance with the Ordinance Code provisions applicable thereto

B Low Emissions Requirement If changes in federal, state or local laws, including, but by no means limited to, the proposed California Air Resources Board Heavy Duty Engine Standards to be contained in CCR Title 13, Section 2020 et seq , and the Federal EPA's Highway Diesel Fuel Sulfur regulations, mandate that Contractor convert or retrofit its collection fleet to use the most cost-effective means to reduce air pollutant emissions, Contractor shall take all necessary steps to so comply, and shall be in full compliance with all other local, state and federal clean air requirements

C Equipment List Upon County's request, the Contractor shall provide the County 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 24 - PUBLIC ACCESS TO CONTRACTOR

A Office Hours Contractor's office hours shall be, at a minimum, from 8 00 A M to 12 00 noon and from 1 00 p m to 5 00 P M , Monday through Friday, except holidays 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 South Lake Tahoe Contractor shall also provide County 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 Residential Service Service may 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 County in writing before stopping service to any residential customer of the customer's name, address and phone number, and the amount and time period covered by all unpaid bills for Contractor's services Notwithstanding the foregoing, Contractor may not withhold service from a given customer in mandatory collection areas without the County's prior written consent as to each such affected customer

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 its best 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 County or his/her designee Unless a settlement satisfactory to the complainant and the Contractor is reached, the complainant may refer the matter to the County or his/her designee 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 County

D Regular Meetings With County At the reasonable request of County, Contractor shall meet with the County in Minden, Nevada, 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 25 - CUSTOMER COMPLAINTS

A Complaint Resolution The Contractor will use its best efforts to resolve all complaints by close of business of the second business day following the date on which the

complaint is received The Contractor shall notify customers service complaints may be reviewed by the County if a satisfactory solution is not reached

B Non-Collection Tags County 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

C County Review of Complaints A customer dissatisfied with Contractor's decision regarding a complaint may ask the County to review the complaint To obtain this review, the customer must request County'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 County may extend the time to request its review for good cause

D Remedy The County or his/her designee shall determine if the customer's complaint is justified, and if so, what remedy, if any, shall be imposed The remedy under this Section shall be limited to a rebate of customer charges related to the period of breach of any of the terms of this Agreement

SECTION 26 - 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 disposing 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 the 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 Notice to Agencies Regarding Toxics Contractor has represented to County 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 County, including on, in, under or about County's property, including streets, easements, right of ways and County'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 County's property, including streets, storm drains or public right of ways, Contractor will also immediately notify the County or his/her designee

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 D above, Contractor agrees to provide, upon County'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 agreed to by Contractor and County, which list may be amended from time to time by the County

SECTION 27 - INDEMNIFICATION

A Indemnification of County Contractor shall protect, defend (with counsel selected by Contractor and reasonably acceptable to County), indemnify and hold harmless County, its board members, officers, directors, employees, agents, consultants, successors and assigns (hereinafter "County 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, County 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 County Indemnified Parties, except for the sole active negligence of the County, its officers and employees, or as expressly prohibited by statute provided that if a final decision or judgment allocates liability by determining that any portion of damages awarded is attributable to a wrongful act, error or omission or the active negligence of a County Indemnified Party, then County shall pay such portion of damages This duty of Contractor to indemnify and save the County 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 County), indemnify and hold harmless the County, its board members, officers, directors, employees, agents, consultants, successors and assigns (hereinafter "County 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 County 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 Franchise Agreement, which may result in a release of Hazardous Waste or hazardous substance 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 the Comprehensive Environmental Response and Liability Act ("CERCLA"), 42 U S C Section 9607(e), and California Health and Safety Code Section 25364, to defend, protect and hold harmless and indemnify the County Indemnified Parties from liability This provision shall survive the termination of this agreement between Contractor and the County The foregoing indemnity shall not have any dollar limitation The foregoing indemnity is for the exclusive benefit of the County 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 County and delivered by the County to Contractor, (2) the closure and post-closure of Meyers Landfill, (3) the disposal or release of hazardous substances or Hazardous Waste, which disposal or release has resulted from the negligence or willful misconduct of County in collecting or delivering hazardous substances or Hazardous Waste in County vehicles to Contractor's facilities, or (4) Contractor's operation of the PHHWCF, unless the release is caused by the negligence of Contractor This indemnity shall include and cover any activities of Contractor under the Prior Agreements Nothing in these exclusions shall be deemed a waiver of any other rights or claims the County may have against the Contractor independent of this indemnity

C AB 939 Indemnification Contractor shall protect, defend with counsel reasonably acceptable to the County, indemnify and hold the County harmless from any and all fines, penalties and assessments levied against or threatened to be levied against the County for the County's failure to meet the requirements of AB 939, its amendments or any successor legislation and/or all rules and regulations promulgated thereunder, but only to the extent such liability is caused by Contractor's failure to comply with Contractor's express obligations under this Agreement and/or Contractor's failure to comply with said laws, rules or regulations binding on Contractor, including but not limited to failing to timely supply the County with information or reports in order to comply with AB 939 Contractor shall not be obligated to indemnify County for fines or penalties caused by County's modifications of Contractor's information, by a change by the County in the scope of work hereunder which materially and negatively affects the ability of Contractor to perform diversion activities which contribute to the County s compliance with AB 939, or by County's own acts or omissions which result in County's failure to provide timely reports to the state In addition, the Contractor's duty to indemnify under this Section is subject to the following restrictions

1 The Contractor's obligation to indemnify the County shall not be enforceable if the Board-imposed penalty is based solely upon the failure of the County to establish and maintain a source reduction and recycling element pursuant to Sections 41000 et seq of the Public Resources Code

2 No payment required under the Contractor's obligation to indemnify the County may exceed that portion of any penalty assessed by the Board against the County that was caused by Contractor's failure to comply with an express obligation or requirement of this Agreement Further, the Company shall not be liable under the indemnity obligation to the extent that the Company's failure to comply resulted from County's action or failure to act, determined as a result of judicial review, hearing or appeal to the California Integrated Waste Management Board

SECTION 28 - 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 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 inability of the Contractor to perform or the failure of the Contractor to obtain any necessary permits or licenses from other governmental agencies, or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Contractor In the event a labor disturbance interrupts collection, transportation and/or disposal of solid waste by Contractor as required under this Agreement, County may elect to exercise its rights under Section 16 of this Agreement

B Independent Contractor Contractor is an independent contractor, and not an officer, agent, servant or employee of County 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 County and Contractor Neither Contractor nor its officers, employees, agents or subcontractors shall obtain any rights to retirement or other benefits, which accrue, to County's employees

C Right of Entry Contractor shall have the 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 Nevada shall govern this Agreement In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Douglas 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

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 County
Dan Holler
County Manager
P O Box 218
Minden, NV, 89423

To Contractor
Jeff Tillman, President
South Tahoe Refuse Co, Inc
2140 Ruth Avenue
South Lake Tahoe CA 96150

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 "E" 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 rate setting or County'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 County'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 County and Contractor

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

P Administrator The County Officer or employee with responsibility for administering this Agreement is the County Manager, Dan Holler, or his/her successor

IN WITNESS THEREOF, County and Contractor have executed this Agreement this __ day of _____, 2006

COUNTY OF DOUGLAS

By _____

James Baushke, Chairman
Board of Commissioners

ATTEST
Barbara Reed, Clerk of the
Board of Commissioners

By _____
By Deputy

Contractor

By _____

Its President

By _____

Its Secretary

EXHIBIT A
SOUTH TAHOE REFUSE CO , INC
DEFINITION OF FRANCHISE AREA

The area for which this franchise is granted and to which it shall apply is all that portion of the Tahoe Township, County of Douglas, State of Nevada

EXHIBIT B
LEVEL OF SERVICE

1 GENERAL

Contractor will perform the following services under the Agreement

Weekly Solid Waste Collection

- Residential service using existing 32 "trash cans"
- Commercial service using existing 32 gallon "trash cans", bins or compactors
- Commercial commingled recycling for high volume generators
- House service at no additional charge for disabled or frail elderly residential customers
- Recyclable Materials processing and marketing services
- Green Waste Materials processing and marketing services

Other services include

- Transfer Station services for recycling and disposal by self-haul public customers
- Permanent Household Hazardous Waste Collection Facility for residents and CESQGs
- Consolidation Point for Home Generated Sharps
- Certified oil collection facility
- Annual Clean Tahoe Day Event
- Christmas tree collection recycling program
- Certified Recycling buy-back center
- Additional programs as mutually agreed upon by County and Contractor and funded as set forth in Section 6 A

2 SOLID WASTE COLLECTION

The Solid Waste Collection Services will include the following services

Residential Solid Waste Collection
Commercial Solid Waste Collection

Contractor is responsible for collecting and transporting Solid Waste to Disposal, Transfer, and/or Material Recovery Facilities' Contractor will conform to the applicable receiving facility's unloading standards and hours of operation The Contractor is responsible for paying the tipping fee at the applicable receiving facility for all tonnage delivered as part of conducting the Collection Services

Residential Service
The Contractor will provide weekly Solid Waste collection services to Residential customers Residential collection is mandatory, unlimited service in all portions of the franchise area The trash service will continue to be serviced on a one time per week basis The collection service will include collection at the curb using either manual, semi-automated or automated collection vehicles Disabled and frail elderly Residential customers shall be provided house service at no cost in accordance with Douglas County's qualifying procedure

Commercial Service
Contractor will provide collection of Solid Waste generated by Commercial customers with container sizes and collection frequencies to serve the needs of the customer

Multi-Family and Mobile Home Park Solid Waste Collection
Contractor will collect Solid Waste from Multi-family and Mobile Home Park customers pursuant to the mandatory collection ordinance

Debris Box and Compactor Solid Waste
The Contractor will provide compactors and/or debris boxes for regular and on-call Residential and Commercial customers The debris box size will be variable and will include debris boxes providing 6, 8, 20, 30 and 40 cubic yards of capacity The Contractor will arrange, on an on-call-basis, to provide debris box customers with boxes sized to appropriately service their needs The Contractor is responsible for collecting the compactor or debris box and transporting it to the applicable Disposal, Transfer or Material Recovery Facility The Contractor must conform to the receiving facility's receiving and unloading standards

5 COMMERCIAL RECYCLING
Contractor may, at its option, provide Recyclables collection to Commercial customers

6 GREEN WASTE MATERIALS COLLECTION
Upon completion of Phase I of the resource recovery facility, and upon mutual agreement between County and Contractor, a Green Waste program will be developed pursuant to the provisions of Section 6 A

7 RECYCLABLE MATERIALS PROCESSING AND MARKETING
The Contractor will be responsible for all Recyclable and Green Waste Materials processing and marketing services associated with the collection of Recyclable and Green Waste Materials under this Agreement The Contractor shall provide adequate processing facility capacity In meeting the obligation to provide processing facility capacity, the Contractor may purchase, lease, subcontract, or make other arrangements with a new or existing facility for the processing and marketing of the Recyclable and Green Waste Materials collected in the County Ownership or leasing arrangements will be the sole responsibility of the Contractor The Contractor will have the responsibility to ensure the technical and environmental suitability of any processing site for its intended purpose The

Contractor will be compensated for Recyclable and Green Waste Materials processing and marketing solely through the Service Rates

The Contractor shall arrange for the transportation of the Recyclable, Green Waste or other Solid Waste Materials to the processing, transfer or disposal facility If the Contractor chooses to consolidate the Recyclable or Green Waste Materials to reduce transportation costs to a distant processing site, the Contractor will be responsible for securing and operating a staging area for temporary storage, consolidation, and loading of materials into transfer vehicles for long-hauling to the processing facility

In accordance with the terms of the Agreement, the Contractor shall receive and process the source separated Recyclable and Green Waste Materials, prepare Recyclable and Green Waste Materials for markets, and market the recovered materials for sale, reuse, or other beneficial purpose All revenues earned from the sale of the Recyclable or Green Waste Materials will be retained by the Contractor

By mutual written agreement, the Contractor will process and market additional types of Recyclables

Disposal of residue remaining after the segregation of the Recyclable or Green Waste Materials will be the Contractor's responsibility The costs of residue transportation and disposal will be borne by the Contractor and shall be included in the Rates

8 CHRISTMAS TREE COLLECTION

The Contractor will, without additional compensation, collect all Christmas trees discarded by all Single-family, multi-family, and mobile home park residents during the first two regularly scheduled collection days after Christmas Day for each collection route Christmas trees must be cut to three (3) foot by three (3) foot dimensions and placed next to the cart on the scheduled service day Residential customers will also have the option to deliver their tree to the South Tahoe Refuse Transfer Station/MRF facility during the month of January

10 BULKY ITEMS PICK-UP BY APPOINTMENT

Contractor shall provide Bulky Item pick-up on an as-requested basis, by appointment, for an additional charge, at rates to be negotiated in good faith by the Contractor and the County Customers will be required to contact the Contractor to arrange for an appointment to collect their Bulky Items

11 HOUSE SERVICE FOR DISABLED AND FRAIL ELDERLY RESIDENTIAL CUSTOMERS

Qualified individuals requiring house service, due to physical disability or frailty and as determined by the County's qualification procedure, will be provided this service by the Contractor at no additional fee The house service will include collection of Solid Waste, Recyclable Materials and Green Waste Materials

12. E-WASTE COLLECTION PROGRAM

In the event the County opts to phase out its current single day collection event for electronic waste (e g , computers), the County and Contractor will work in cooperation to have Contractor establish a curbside collection program for E-Waste, upon terms and at rates that are mutually agreed upon by the parties

13 MANDATORY SERVICE

Contractor shall provide mandatory collection service in accordance with County's mandatory collection ordinance

EXHIBIT C
SCHEDULE OF RATES

SOUTH TAHOE REFUSE
RATES FOR THE TAHOE TOWNSHIP OF DOUGLAS COUNTY

RESIDENTIAL	Current Rate	4/1/05 Rate	1/1/06 Rate	1/1/07 Rate
1 32-gallon Can	10.71	11 67	12 72	13 86
2 32-gallon Cans	20 61	22 46	24 48	26 68
3 32-gallon Cans	31 43	34 26	37 34	40 70
4 32-gallon Cans	41 33	45 05	49 10	53 52
6 32-gallon Cans	61 96	67.54	73 62	80 25
On-call (32-gallon) Can Per Pickup	3 57	3 89	4.24	4 62
Extra (32-gallon) Can Per Pickup	2 70	2.94	3 20	3 49
1 45-gallon Can	12 98	14 15	15.42	16 81
2 45-gallon Cans	24 95	27.20	29 65	32 32
3 45-gallon Cans	38 04	41 46	45 19	49 26
4 45 gallon Cans	49 63	54 10	58 97	64 28
On-call (45-gallon) Can Per Pickup	4 32	4 71	5 13	5 59
Extra (45-gallon) Can Per Pickup	3 27	3 56	3 88	4 23
Cubic Yard	17 28	18 84	20 54	22 39
COMMERCIAL				
Per Cubic Yard	15 72	17 13	18 67	20.35
Per Compacted Cubic Yard	20 31	22 14	24 13	26 30
Per 32-gallon Can	2 48	2 70	2 94	3.20

EXHIBIT D
RESOURCE RECYCLING FACILITY PROJECT DESCRIPTION

Resource Recovery Project Description

The Resource Recovery Project allows the South Lake Tahoe and Tahoe Township communities to maximize recycling in the South Lake Tahoe area by recovering the large volume of organic materials generated in this portion of the Lake Tahoe basin This project is designed to meet and exceed state mandated recycling goals for these local jurisdictions

Currently, all solid waste collected in the South Lake Tahoe service area is consolidated at the existing Materials Recovery Facility (MRF) located at the South Tahoe Refuse Transfer Station, 2140 Ruth Avenue, South Lake Tahoe, California Within the one building, wood, vegetation and other organic materials are recovered from the mixed solid waste along with over 20 other recyclable materials

The MRF services STR collection and roll-off trucks as well as a steady number of public vehicles, residents, private contractors and small business owners During the summer season, traffic often exceeds 200 vehicle trips per day Although separate areas, and discounted rates, are provided for pre-sorted recyclables, most materials arrive mixed and are recovered by STR employees within the facility Recycling rates over the past few years remain in the 40% range, due mainly to space limitations and the requirement that materials be processed through the building within 24 to 48 hours Residual materials, consisting of mixed materials and materials for which markets are not currently available, are transported out of the Lake Tahoe basin to a regional, permitted landfill east of Reno, Nevada, on a daily basis

The facility expansion is structured in two phases Phase I provides a 33 700 square foot building accepting organic materials The new Resource Recovery Facility will increase efficiency by directing organic materials to a single, dedicated operation with existing markets and end uses for these resources Residential curbside collection routes for yard or "green' waste will further increase the efficient recovery of these materials Green waste collection will also be available to commercial properties according to their needs

The open-span building is designed to accommodate unloading by the large end-dump trucks that currently deliver organics to STR facilities Shredding equipment will reduce the volume of the material and maximize transport capacity for materials bound for regional composting sites All unloading, processing and loading of materials will take place inside the new facility, eliminating nuisance dust and noise concerns Temporary bunkers will provide storage capacity for clean, native organics, such as pine needles and wood chips, currently sought for local erosion and re vegetation projects A computerized scale system will monitor inbound and outbound loads A public education area and employee facilities are also provided

Initially, the facility will recycle natural vegetation such as pine needles, slash brush, trees, and stumps as well as a large volume of milled wood Other organics, such as grass, green residuals from grocery stores, and fiber materials, may be added as markets become available for high organic-content products

Recovery of other recyclables in the existing Material Recovery Facility (MRF) will increase as the organics are diverted from that process Contamination from yard waste will be significantly reduced, making MRF sorting more efficient and effective and opening up adequate space to target non-organics, like metals, plastics and special wastes

Redirecting organic-content loads to the Resource Recovery Facility on Eloise Street and development of collection and transport truck facilities across Ruth Avenue will significantly improve traffic flows at the MRF, improving public safety and overall MRF recovery operations The Ruth Avenue truck facility includes ancillary services for these trucks, such as fueling, wash rack, tire shop, container storage and employee parking, eliminating the current congestion as these operations conflict with and impede MRF recovery and recycling activities

Phase II of the Project is scheduled for consideration in the long term future At that point the local agencies will review the level of recovery achieved under Phase I, the status of state recycling mandates and new market developments Phase II anticipates the installation of bio cells, based on a computerized European technology that will further reduce the weight and volume of organic materials through a fully enclosed system. First, shredded waste is loaded into concrete boxes When filled, the boxes are closed and sealed and the organic materials break down Air controls the decaying process and water is removed as the organics becomes biologically stable This advanced technology is fully automated and includes air filtration and wastewater treatment systems The process for each cell is completed in 7 days and the product is transported out of the Lake Tahoe basin for further processing and eventually to composting and/or energy generation/conversion projects

The benefits of this project are significant to our South Lake Tahoe and Tahoe Township communities The combined MRF and Resource Recovery facilities will increase the materials recycled into new products, improve water quality by providing native mulches for erosion projects and compost for sustainable agriculture operations support fuels reduction projects that reduce the threat of wildfire, reduce landfill disposal, enhance environmentally responsible management of special wastes and position ourselves for potential market expansion into conversion technologies, all making wise use of our natural resources The Resource Recovery Project is a large investment to us all, residents and businesses alike, but it is truly an investment in our future

EXHIBIT E
COLA FORMULA

Contractor's Collection Rates shall be subject to annual adjustment, commencing in January 1, 2008, and each succeeding January 1st (the "Rate Adjustment Date") of each year thereafter during the remaining Term of this Agreement, except for those years when Contractor may apply to County for a general rate increase or the County may initiate a general rate review, using a Cost-of-Living adjustment formula ("COLA"), as follows

COLA = [09(A) + 03(B) + 13(C) + 37(D) + 09(E) + 11(F) + 18(G)] + in addition, the Board of Supervisors shall consider revising Contractor's rates whenever Contractor establishes to the satisfaction of the Board or the Board determines on its own initiative that unforeseen circumstances have arisen which have materially affected the Contractor's costs or revenues under this Franchise Agreement

Where.

A= LANDFILL DISPOSAL COST
This component represents the percentage increase in landfill disposal costs for the Lockwood Landfill from the prior year For example, the April 1, 2007, percentage rate increase at the Lockwood Landfill would be used for the January 1, 2008, COLA calculation Contractor shall not agree to any increases in disposal costs at the Lockwood Landfill except as required under the current disposal agreement between Contractor and Lockwood Landfill, or any amendment thereto subsequently approved by the County Landfill disposal costs other than annual COLA adjustments under the disposal agreement between Contractor and the Lockwood Landfill shall be subject to review and approval of the Board of Supervisors as to their justification under the disposal agreement

B= FUEL COST
This component represents the percentage change in the annual average of the U S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI)-Commodities, Series ID wpu057303, Not Seasonally Adjusted, Group Fuels and related products and power, Item #2 diesel fuel, Base Date. 8200 The adjustment will be based on the percentage change between the annual average of the index for the most recently completed fiscal year and the corresponding index published 12 months earlier For example, the change for the 2008 rate year would be the percentage change in the annual average for the period July 1, 2006, to June 30, 2007, compared to the annual average for the period July 1, 2005, to June 30, 2006

C= INSURANCE COST
This component respects the actual percentage change for the cost of insurance for workers compensation, health, property and casualty insurance over the prior year The adjustment will be based on the percentage change between actual insurance expenses for the most recently completed fiscal year and the actual insurance expenses for the prior fiscal year as reflected in the Contractor's financial statement For example, the change for the 2008 rate year would be the percentage

change in the actual insurance expense for the period July 1, 2006, to June 30, 2007, compared to the actual insurance expense for the period July 1, 2005, to June 30, 2006

D= GENERAL LABOR COST
This component represents the percentage change in the annual average of the U S Department of Labor, Bureau of Labor Statistics, Employment, Hours, and Earnings from the Current Employment Statistics Survey (National), Series ID ceu6056210006, Not Seasonally Adjusted, Professional and business services, Industry Waste collection, NAICS Code 5621, Data Type average hourly earnings of production workers The adjustment will be based on the percentage change between the annual average of the index for the most recently completed fiscal year and the corresponding index published 12 months earlier For example, the change for the 2008 rate year would be the percentage change in the annual average for the period July 1, 2006, to June 30, 2007, compared to the annual average for the period July 1, 2005, to June 30, 2006

E= OFFICERS AND ADMINISTRATIVE LABOR COST
This component represents the percentage change in the annual average in the #9240 San Francisco/Oakland/San Jose Consumer Price Index Urban Wage Earners and Clerical Workers Index The adjustment will be based on the percentage change between the annual average of the index for the most recently completed fiscal year and the corresponding index published 12 month earlier For example, the change for the 2008 rate year would be the percentage change in the annual average for the period July 1, 2006, to June 30, 2007, compared to the annual average for the period July 1, 2005, to June 30, 2006

F= EQUIPMENT REPLACEMENT AND MAINTENANCE COST
This component will blend the weighted percentage change in the annual average of the three indices for motor vehicle body mfg (25%), truck trailer mfg with axle rating of 10,000 pounds or more (25%) and vehicle maintenance (50%) The indices used will be the U S Department of Labor, Bureau of Labor Statistics, PPI Industry Date

1 Vehicle Replacement, Weight = 25% Series ID pcu3362113362113, Not Seasonally Adjusted, Industry Motor Vehicle body mfg, Product Complete vehicles produced on purchased chassis, Base Date 8212

2 Vehicle Replacement, Weight = 25% Series ID pcu3362123362121, Not Seasonally Adjusted, Industry Truck trailer mfg, Product Truck trailers and chassis, with axle rating of 10,000 lbs or more, Base Date 7912

3 Vehicle Maintenance, Weight = 50% Series ID pcu333924333924, Not Seasonally Adjusted, Industry Industrial truck, tractor, trailer, stacker machinery mfg, Product Industrial truck, tractor, trailer, stacker machinery mfg, Base Date 7912

The rate adjustment will be based ion the weighted percentage change between the most recently completed fiscal year and the corresponding index published 12 months earher. For example, the change for the 2008 rate year would be the percentage change in the annual average for the period July 1, 2006, to June 30, 2007, compared to the annual average for the period July 1, 2005, to June 30, 2006

G= GENERAL OPERATING AND ADMINISTRATIVE COST

Any other cost not included in one of the above categories will be included here and will be adjusted based on the percentage change in the national #9340 Producer Price Index for Industrial Commodities The adjustment will be based on the weighted percentage change between the most recently completed fiscal year and the corresponding index published 12 months earlier For example, the change for the 2008 rate year would be the percentage change in the annual average for the period July 1, 2006, to June 30, 2007, compared to the annual average for the period July 1, 2005, to June 30, 2006

CERTIFIED COPY SEAL

The document to which this certificate is attached is a full true and correct copy of the original on file and on record in my office

DATE November 7 2006

B Reed Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas

By [signature] Deputy

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: Oct 19 2009

Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By Carol L. Gilbert Deputy

Appendix K
Franchise Agreement-Douglas Disposal

DOC # 0763394
05/11/2010 01:28 PM Deputy: KE
OFFICIAL RECORD
Requested By:
DC/DISTRICT ATTORNEY

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 57 Fee: 0.00
BK-0510 PG- 1825 RPTT: 0.00

Assessor's Parcel Number: N/A

Date: MAY 11, 2010

Recording Requested By:

Name: CYNTHEA GREGORY, DA'S OFFICE
& CARL RUSCHMEYER, PUBLIC WORKS

Address:

City/State/Zip:

Real Property Transfer Tax: $ N/A

FRANCHISE AGREEMENT AMENDMENT #2010.111
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)
This cover page must be typed or legibly hand printed.

FILED

NO. 2010-111

2010 MAY 10 AM 9:33

TED THRAN
CLERK
BY DEPUTY

AMENDMENT TO THE 2003 SOLID WASTE SERVICES FRANCHISE AGREEMENT

Between
DOUGLAS DISPOSAL INC.
2140 Ruth Ave.
South Lake Tahoe, CA 96150
(530) 541-5105
(here after referred to as COMPANY)
And
DOUGLAS COUNTY,
a political subdivision of the State of Nevada
P.O. Box 218
Minden, NV 89423
(775)782-9821
(here after referred to as COUNTY)

1) **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable consideration, all provisions of the original Amended Agreement approved on December 18, 2003, and as subsequently amended by documents 0749938, 0743347, 0700481 remain in full force and effect with the exception of the following:

A) Section VI, REFUSE COLLECTION, subsection (d)(5) REFUSE COLLECTION AND COUNTY RECYCLING SERVICES, page 8 of the 2003 Amended Franchise Agreement is amended to add the language in *italics,* as follows:

5) *The locations of Separation Boxes, Containers for Aluminum, White Paper Routes and Drop Boxes are delineated for the convenience of the parties. Upon request by the COUNTY, the COMPANY shall change the location of the Separation Boxes, Containers for Aluminum, White Paper Routes and Drop Boxes as identified above in subsections (d)(1), (d)(2) and (d)(3).* COMPANY shall provide such additional County Recycling Services as may be agreed upon in writing by the COUNTY and the COMPANY. The cost of providing Separation Boxes or Drop Boxes shall be as set forth on Exhibit 2 of this Agreement.

B) Exhibit 3, Refuse Rate Index for Transfer Station Rates, page 3-4 of the 2003 franchise agreement is amended to reflect the correct index. The language being deleted is shown with a ~~strikethrough~~ and the new amended language is shown in *italics*, as follows:

Cost Category	Index
~~Labor~~	~~Series ID: ceu6056221908~~ ~~Super Sector: Professional and business services~~ ~~Industry: Nonhazardous waste treatment & disposal~~ ~~NAICS Code: 562212,3,9~~

~~Data Type: Average Hourly Earnings of Production Workers~~

Labor

Series ID: ceu6056210008
Super Sector: Professional and business services
Industry: Waste collection; NAICS Code 5621
Data Type: Average Hourly Earnings of Production Workers

2. INCORPORATED DOCUMENTS. Exhibit A (2003 Amended Franchise Agreement as Amended on May 3, 2007) is attached hereto, incorporated by reference herein and made a part of this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the 2003 Amended Franchise Agreement approved on December 18, 2003, as Amended on May 3, 2007, to be signed and intend to be legally bound thereby.

IN WITNESS THEREOF, County and Company has executed this Agreement this 6th day of May, 2010.

COUNTY OF DOUGLAS

By Michael A. Olson

Michael A. Olson
Chair
Board of Commissioners

Douglas County Board of Commissioners
~~Attest:~~

Ted Thran, Clerk

BY: Lauraine Sudeck
CLERK TO THE BOARD

DOUGLAS DISPOSAL, INC.

By: _____
Jeff Tillman
President

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2009 by Jeff Tillman as President of Douglas Disposal, Inc.

See Attached

_____
Signature of Notarial Officer

ACKNOWLEDGMENT

State of California
County of EL DORADO)

On April 20, 2010 before me, PEGGY LEE JENNER, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared Jeff Tillman,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

PEGGY LEE JENNER
COMM. # 1861325
NOTARY PUBLIC - CALIFORNIA
EL DORADO COUNTY
MY COMM. EXP. SEP. 12, 2013

Signature Peggy Lee Jenner (Seal)

AMENDMENT TO THE 2003 SOLID WASTE SERVICES FRANCHISE AGREEMENT

Between
DOUGLAS DISPOSAL INC.
2140 Ruth Ave.
South Lake Tahoe, CA 96150
(530) 541-5105
(here after referred to as COMPANY)
And
DOUGLAS COUNTY,
a political subdivision of the State of Nevada
P.O. Box 218
Minden, NV 89423
(775)782-9821
(here after referred to as COUNTY)

FILED
2009 AUG 28 PM 3:46
TED THRAN
CLERK

0763394 Page: 5 Of 57 05/11/2010
BK- 0510
PG- 1829

1) **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable consideration, all provisions of the original Amended Agreement approved on December 18, 2003, and as subsequently amended remain in full force and effect with the exception of the following:

A) Section I, DEFINITIONS, subsection (h) "WASTE, SOLID WASTE, OFFAL, DEBRIS and GARBAGE," page 2 of the 2003 Amended Franchise Agreement is amended as follows:

(h) "SOLID WASTE and GARBAGE" shall mean all putrescible and nonputrescible refuse in solid or semisolid form including, but not limited to, garbage, ashes, incinerator residue, street refuse whether organic or inorganic, rubbish, junk vehicles, dead animals, demolition waste or debris, construction waste or debris, solid or semisolid commercial and industrial waste. The term does not include furniture, household appliances or hazardous waste managed pursuant to NRS 459.400 to 459.600, inclusive.

B) Section II, GRANT OF PRIVILEGE, subsection (c), page 2 of the 2003 Amended Franchise Agreement is amended as follows:

(c) The exclusive privilege granted by this Agreement is subject to the following exception: A person or entity may haul or transport solid waste generated by or from his/her/its residence or business for purposes of disposing the same to a governmentally permitted landfill or transfer station. The above exception to this exclusive franchise agreement does not permit or allow a person or entity to hire or contract with another person or entity, whether as an agent or independent contractor, to pick-up, remove, haul, dispose of or transport solid waste. Likewise, the rental of equipment wherein a driver/operator is furnished is not permitted and would be a violation of the exclusivity provision of this

Agreement. The use of rented equipment with hired equipment operators to pick-up, remove, haul, dispose of or transport solid waste is not permitted.

2. **INCORPORATED DOCUMENTS.** Exhibit A, the 2003 Amended Franchise Agreement as Amended on May 3, 2007 and May 7, 2009, attached hereto, is incorporated by reference and made a part of this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the 2003 Amended Franchise Agreement approved on December 18, 2003, as subsequently amended, to be signed and intend to be legally bound thereby.

IN WITNESS THEREOF, County and Company has executed this Agreement this 28th day of August, 2009.

COUNTY OF DOUGLAS

By Nancy McDermid
Nancy McDermid
Chair
Board of Commissioners

Douglas County Board of Commissioners
Attest:
Ted Thran, Clerk

BY: Lauren Industrioso
CLERK TO THE BOARD

DOUGLAS DISPOSAL, INC.

By: Jeff Tillman
Jeff Tillman
President

STATE OF Nevada)
COUNTY OF Douglas)

This instrument was acknowledged before me on August 26th, 2009 by Jeff Tillman as President of Douglas Disposal, Inc.

Jeffrey K. Rahbeck
Signature of Notarial Officer

JEFFREY K. RAHBECK ESQ.
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 09-02-2011
Certificate No: 99-1570-6

Notary Statement and/or Seal

EXHIBIT A

DOC # 0743347
05/18/2009 11:11 AM Deputy: DW
OFFICIAL RECORD
Requested By:
DC/CLERKS

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 48 Fee: 0.00
BK-0509 PG- 4185 RPTT: 0.00

Assessor's Parcel Number: N/A

Date: MAY 14, 2009

Recording Requested By:

Name: CAROL, CLERK'S OFFICE

Address:

City/State/Zip:

Real Property Transfer Tax: $ N/A

0763394 Page: 8 Of 57 05/11/2010
BK- 0510
PG- 1832

FRANCHISE AGREEMENT #2009.100
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)
This cover page must be typed or legibly hand printed.

AMENDMENT TO THE 2003 SOLID WASTE SERVICES FRANCHISE AGREEMENT

FILED
NO. 2009-100
2009 MAY 13 AM 11:52
TED THRAN
CLERK
BY DEPUTY

Between
DOUGLAS DISPOSAL INC.
2140 Ruth Ave.
South Lake Tahoe, CA 96150
(530) 541-5105
(here after referred to as COMPANY)
And
DOUGLAS COUNTY,
a political subdivision of the State of Nevada
P.O. Box 218
Minden, NV 89423
(775)782-9821
(here after referred to as COUNTY)

1) **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable consideration, all provisions of the original Amended Agreement approved on December 18, 2003, as amended on May 3, 2007, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

A) Exhibit 3, Refuse Rate Index for Collection Service Rates, page 3-1 of the 2003 franchise agreement is amended to reflect the correct indices as follows:

Exhibit 3
Douglas County, Nevada
Refuse Rate Index

Collection Service Rates. The adjustment to the "Collection Element" of the Collection Service Rates shall be calculated using the "Refuse Rate Index" in the following manner:

1. The expenses of providing Collection Services in the Service Area for the designated fiscal period shall be prepared in the format set forth in the Operating Cost Statement - Description on the following page of this Exhibit.

2. The expenses of providing Collection Services in the Service Area shall be broken down into one of the following five cost categories: Labor; Fuel; Vehicle Replacement; Vehicle Maintenance and All Other. Each cost category is assigned a weighted percentage factor based on that cost category's proportionate share of the total of the costs shown for all cost categories.

3. The following indices are used to calculate the adjustment for each cost category. In the event an index is discontinued or no longer valid, the Agreement and Exhibit 3 may be amended to adopt a replacement index as may be recommended by the Bureau of Labor Statistics and agreed to by the COUNTY and COMPANY. The Annual Average change in each index is calculated over a twelve-month fiscal period in accordance with the terms of the Agreement.

Cost Category	Index
Labor	Series ID: ceu6056210008 Super Sector: Professional and business services Industry: Waste collection; NAICS Code 5621 Data Type: Average Hourly Earnings of Production Workers
Fuel	Series ID: wpu057303 Group: Fuels and related products and power Item: No. 2 diesel fuel
Vehicle Replacement	Series ID: wpu141301 Group: Transportation Equipment Item: Truck and bus bodies sold separately
Vehicle Maintenance	Series ID: pcu333924333924 Industry: Industrial truck, trailer, and stacker mfg Product: Industrial truck, trailer and stacker mg
All Other	3/4 Consumer Price Index, Series ID: CUURX400SAO CPI-All Urban Consumers, All Items West-Size B/C

4. The percentage weight for each cost category is multiplied by the Annual Average change in each appropriate index to calculate a weighted percentage for each cost category. The weighted percentage changes for each cost category are added together to calculate the Refuse Rate Index

B) Exhibit 3, Refuse Rate Index for Transfer Station Rates, page 3-4 of the 2003 franchise agreement is amended to reflect the correct indices as follows:

Exhibit 3
Douglas County, Nevada
Refuse Rate Index

Transfer Station Rates. The adjustment to the "Operation and Hauling Element" of the Transfer Station Rates shall be calculated using the "Refuse Rate Index" in the following manner:

1. The expenses of providing Transfer Station Services in the Service Area for the designated fiscal period shall be prepared in the format set forth in the Operating Cost Statement - Description on the following page of this Exhibit.

2. The expenses of providing Transfer Station Services in the Service Area shall be broken down

into one of the following five cost categories: Labor; Fuel; Vehicle Replacement; Vehicle Maintenance and All Other. Each cost category is assigned a weighted percentage factor based on that cost category's proportionate share of the total of the costs shown for all cost categories.

3. The following indices are used to calculate the adjustment for each cost category. In the event an index is discontinued or no longer valid, the Agreement and Exhibit 3 may be amended to adopt a replacement index as may be recommended by the Bureau of Labor Statistics and agreed to by the COUNTY and COMPANY. The Annual Average change in each index is calculated over a twelve-month fiscal period in accordance with the terms of the Agreement.

Cost Category	**Index**
Labor	Series ID: ceu6056221908 Super Sector: Professional and business services Industry: Nonhazardous waste treatment & disposal NAICS Code: 562212,3,9 Data Type: Average Hourly Earnings of Production Workers
Fuel	Series ID: wpu057303 Group: Fuels and related products and power Item: No. 2 diesel fuel
Vehicle Replacement	Series ID: pcu3362123362121 Industry: Truck trailer manufacturing Product: Truck trailers & chassis, with axle rating of 10,000 lbs or more
Vehicle Maintenance	Series ID: pcu333924333924 Industry: Industrial truck, trailer, and stacker mfg Product: Industrial truck, trailer and stacker mg
All Other	3/4 Consumer Price Index, Series ID: CUURX400SAO CPI-All Urban Consumers, All Items West-Size B/C

4. The percentage weight for each cost category is multiplied by the Annual Average change in each appropriate index to calculate a weighted percentage for each cost category. The weighted percentage changes for each cost category are added together to calculate the Refuse Rate Index

2. **INCORPORATED DOCUMENTS.** Exhibit A (2003 Amended Franchise Agreement as Amended on May 3, 2007) is attached hereto, incorporated by reference herein and made a part of this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the 2003 Amended Franchise Agreement approved on December 18, 2003, as Amended on May 3, 2007, to be signed and intend to be legally bound thereby.

IN WITNESS THEREOF, County and Company has executed this Agreement this 7th day of May, 2009.

COUNTY OF DOUGLAS

By Nancy McDermid
Nancy McDermid
Chair
Board of Commissioners

Douglas County Board of Commissioners
~~Attest:~~

Ted Thran, Clerk
BY: Lorraine Sudweeks
CLERK TO THE BOARD

DOUGLAS DISPOSAL, INC.

By: _____
Jeff Tillman
President

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2009 by Jeff Tillman as President of Douglas Disposal, Inc.

See ATTACHED

_____
Signature of Notarial Officer

_____
Notary Statement and/or Seal

ACKNOWLEDGMENT

State of California
County of EL DORADO)

On April 20, 2009 before me, PEGGY LEE JENNER, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared Jeff Tillman
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

PEGGY LEE JENNER
COMM. # 1606046
NOTARY PUBLIC-CALIFORNIA
EL DORADO COUNTY
MY COMM. EXP. SEPT. 12, 2009

Signature (Seal)

EXHIBIT A

DOC # 0700841
05/09/2007 04:09 PM Deputy: GB
OFFICIAL RECORD
Requested By:
DC/DISTRICT ATTORNEY

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 40 Fee: 0.00
BK-0507 PG- 3634 RPTT: 0.00

Assessor's Parcel Number: N/A

Date: MAY 8, 2007

Recording Requested By:

Name: CYNTHIA GREGORY, DA'S OFFICE

Address:

City/State/Zip:

Real Property Transfer Tax: $ N/A

FRANCHISE AGREEMENT #2007.094

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)
This cover page must be typed or legibly hand printed.

BK- 0809
PG- 7664
0749938 Page: 13 Of 54 08/31/2009

AMENDMENT TO THE 2003 SOLID WASTE SERVICES FRANCHISE AGREEMENT

Between
DOUGLAS DISPOSAL INC.
2140 Ruth Ave.
South Lake Tahoe, CA 96150
(530) 541-5105
(here after referred to as COMPANY)
And
DOUGLAS COUNTY,
a political subdivision of the State of Nevada
P.O. Box 218
Minden, NV 89423
(775)782-9821
(here after referred to as COUNTY)

FILED
2007 MAY -8 PM 2:32
2007 094

BK- 0510
PG- 1840
0763394 Page: 16 Of 57 05/11/2010

1) **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable consideration, all provisions of the original Agreement approved on December 18, 2003, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

A) Section IV, Page 4, TERM AND OPTION TO EXTEND, of the 2003 franchise agreement is corrected to reflect the correct term as follows:

IV
TERM AND OPTION TO EXTEND

(a) The term of this Agreement shall be deemed to commence upon August 7, 2001, and the same shall expire fifteen (15) years thereafter, unless extended as provided in paragraph (b) hereof.

(b) If COMPANY has complied with the terms of this Agreement, COMPANY is hereby granted an option to extend the term of this Agreement after its initial termination date for an additional ten (10) years upon the same terms and conditions of this Agreement. Should COMPANY elect to exercise this option, then COMPANY must do so by giving written notice of the same to COUNTY at least one(1) year prior to the expiration date of the initial term hereof.

B) The correction to Section IV, Term And Option to Extend, shall be effective as of the original date the Agreement was approved by the Douglas County Board of County Commissioners.

C) Section VIII, Pages 8-13, RATES, CHARGES AND ADJUSTMENTS, of the 2003 franchise agreement is corrected to reflect the correct dates as follows:

BK- 0509
PG- 4193
0743347 Page: 9 Of 48 05/18/2009

BK- 0507
PG- 3635
0700841 Page: 2 Of 40 05/09/2007

VIII
RATES, CHARGES AND ADJUSTMENTS

a) Not withstanding Paragraphs VIII b) & c) below, during the term of this Agreement COUNTY may, from time to time, but no more often than every five years, by resolution or ordinance establish uniform rates, to include a reasonable rate of return for COMPANY, for the collection and disposal of solid waste within East Fork Township, including use of a transfer station or any other facility which is part of a solid waste management system within the COUNTY, provided, however, several rates may be established for business establishments, including apartment complexes or condominium complexes of five (5) units or more as distinguished from residential rates. COUNTY and COMPANY also agree that COUNTY may exercise the authority granted pursuant to Nev. Rev. Stat. ch 444 (or successor statutes) to impose appropriate fees and charges for a solid waste management system, including but not limited to, the operation, expansion, monitoring, and remediation of the system. Immediately after the execution of this Agreement COUNTY and COMPANY shall adopt rates, including the effective date of said rates, regarding the collection of solid waste, operation of a transfer station, transportation of solid waste to Storey County Landfill and ~~applicable Landfill charges, but not limited thereto. Until such time as said rates are adopted the present rates being~~ charged by COMPANY will remain in full force and effect. COMPANY agrees that the COUNTY authority to establish rates necessarily includes the power to establish rate-making procedures and to audit and review COMPANY'S records and operations.

b) Collection Services. COMPANY shall be responsible for the billing and collection of payments for all Collection Services. COMPANY shall charge Service Recipients the Collection Service Rates established in Service Rate Forms 1 & 2 of Exhibit 1 which are attached to and included in this Agreement and as may be adjusted under the terms of this Agreement. Such monthly service rate charges to customers may be billed in quarterly in advance.

i. Adjustments to the Collection Service Rates. On May 1, 2005, and annually thereafter, COMPANY shall, subject to compliance with all provisions of this Section, receive an annual adjustment in the "Collection Elements", "Disposal Elements" and "Franchise Fee Elements" of the following Collection Service Rates as set forth in Exhibit 1 to this Agreement:

- Residential Collection Service Rates as set forth on Service Rate Form 1 of Exhibit 1.
- Commercial Collection Service Rates as set forth on Service Rate Form 2 of Exhibit 1.

2. Collection Element Adjustment. On May 1, 2005, and annually thereafter during the term of this Agreement, the "Collection Elements" of the Collection Service Rates set forth in Service Rate Forms 1 & 2 of Exhibit 1 shall be adjusted using the Refuse Rate Index, (RRI) methodology as set forth in Exhibit 3, which is attached to and included in this Agreement. Except as set forth in Paragraph VIII b) 1) (b) below, the RRI adjustment shall be the sum of the weighted percentage change in the Annual Average of each RRI index number between the base calendar year which shall be the prior preceding calendar year ending December 31st, and the preceding calendar year ending December 31st, as contained in the most recent release of the source documents listed in Exhibit 3. Therefore, the first "Collection Element" rate adjustment will be based on the percentage changes between the Annual Average of the RRI indices for the calendar year ended December 31, 2003, and the Annual Average of the RRI indices for the calendar year ended December 31, 2004. However, at no time will the percentage change in the Refuse Rate Index result in a reduction of the Collection Service Rates.

3. In any year that the calculation of the RRI results in a negative number, there shall be no adjustment of the "Collection Elements" of the Collection Service Rates. Instead the negative RRI number shall be added to the result of the subsequent years RRI calculation and the result shall be the RRI adjustment for that subsequent year.

4. Financial Information. On or before March 15, 2004, and annually thereafter during the term of this Agreement, COMPANY shall utilize the Douglas County Solid Waste Financial Model to deliver to COUNTY financial information for the specific services performed under this Agreement for the preceding calendar year ending December 31st. Such financial information shall be in the format as set forth in Exhibit 3, or as may be further revised by COUNTY from time to time. If COMPANY fails to submit the financial information in the required format by March 15th, it is agreed that COMPANY shall be deemed to have waived the Collection Service Rate adjustment for that year. COMPANY'S failure to provide the financial information shall not preclude COUNTY from calculating the RRI using the prior calendar year's financial data, or pro forma data if no prior calendar year financial data is available, if that procedure would result in the calculation of a negative RRI number. If COMPANY'S failure to submit the financial information required under this Section is the result of extraordinary or unusual circumstances as demonstrated by COMPANY to the satisfaction of the County Manager, COUNTY, at its sole discretion, may consider the request for the annual Collection Service Rate adjustment.

ii. Disposal Element Adjustments. The "Disposal Elements" are based on the approved rates at the Douglas County Transfer Station and are set forth on Service Rate Forms 1, & 2 of Exhibit 1. On May 1, 2005, and, except as set forth in Paragraph VIII f) below, annually thereafter during the term of this Agreement, the "Disposal Elements" will be adjusted based on the following formula:

1. (The percentage change in the Transfer Station Rate x the current "Disposal Element") plus the current "Disposal Element"

Will equal the new monthly unit "Disposal Element."

iii. Franchise Fee Element Adjustments. The "Franchise Fee Element" is a percentage of the Collection and Disposal Rates and is set forth on Service Rate Forms 1, & 2 of Exhibit 1. On May 1, 2005, and except as set forth in Paragraph VIII f) below, annually thereafter during the term of this Agreement, the "Franchise Fee Elements" will be adjusted based on the following formula:

1. (The sum of the dollar changes in the "Collection and Disposal Elements" of the Collection Service Rates x the current Franchise Fee Percentage (currently 8%)) plus the current "Franchise Fee Element"

Will equal the new monthly unit "Franchise Fee Element".

c. Transfer Station Services. The COMPANY shall be responsible for the billing and collection of payments for all Transfer Station Services. The COMPANY shall charge the service rates established in Exhibit 2, which is attached to and included in this Agreement, and as may be adjusted under the terms of this Agreement.

i. Adjustments to the Transfer Station Rates. On May 1, 2005, and annually thereafter, COMPANY, shall, subject to compliance with all provisions of this Section, receive an annual adjustment in the "Operation and Hauling Elements", "Landfill Elements" and "Franchise Fee Elements previously known as County Surcharge Elements" of the Transfer Station Rates as set forth in Exhibit 2 to this Agreement.

1. Operation and Hauling Element Adjustment. On May 1, 2005, and annually thereafter during the term of this Agreement, the "Operation and Hauling Elements" of the Transfer Station Rates set forth in Exhibit 2 shall be adjusted using the Refuse Rate Index, (RRI)

methodology as set forth in Exhibit 3. Except as set forth in Paragraph VIII c) 1) (b) below, the RRI adjustment shall be the sum of the weighted percentage change in the Annual Average of each RRI index number between the base calendar year, which shall be the prior preceding calendar year ending December 31st, and the preceding calendar year ending December 31st, as contained in the most recent release of the source documents listed in Exhibit 3. Therefore, the first "Operation and Hauling Element" rate adjustment will be based on the percentage changes between the Annual Average of the RRI indices for the calendar year ended December 31, 2003 and the Annual Average of the RRI indices for the calendar year ended December 31, 2004. However, at no time will the percentage change in the Refuse Rate Index result in a reduction of the service rates.

2. In any year that the calculation of the RRI results in a negative number, there shall be no adjustment of the Operation and Hauling Elements of the Transfer Station Rates. Instead the negative RRI number shall be added to the result of the subsequent years RRI calculation and the result shall be the RRI adjustment for that subsequent year.

a. Financial Information. On or before March 15, 2005, and annually thereafter during the term of this Agreement, COMPANY shall utilize the Douglas County Solid Waste Financial Model to deliver to COUNTY financial information for operation of the Transfer Station performed under this Agreement for the preceding calendar year ending December 31st. Such financial information shall be in the format as set forth in Exhibit 3, or as may be further revised by COUNTY from time to time. If COMPANY fails to submit the financial information in the required format by March 15th, it is agreed that COMPANY shall be deemed to have waived the Transfer Station Rate adjustment for that year. COMPANY'S failure to provide the financial information shall not preclude COUNTY from calculating the RRI using the prior calendar year's financial data, or pro forma data if no prior calendar year financial data is available, if that procedure would result in the calculation of a negative RRI number. If COMPANY'S failure to submit the financial information required under this Section is the result of extraordinary or unusual circumstances as demonstrated by COMPANY to the satisfaction of the County Manager, COUNTY, at its sole discretion, may consider the request for the annual Transfer Station Rate adjustment.

3. Landfill Element Adjustments. The "Landfill Elements" are based on the approved rates at the Landfill and are set forth in Exhibit 2. On May 1, 2005, and, except as set forth in Paragraph VIII f) below, annually thereafter during the term of this Agreement, the "Landfill Elements" of the Transfer Station Rates set forth in Exhibit 2 shall be increased or decreased as set forth herein. Any change in the fees or charges paid by COMPANY to REFUSE INC., Storey County or the State of Nevada for the disposal of solid waste at the Landfill will result in an adjustment in the appropriate "Landfill Element" based on the following formula:

a. (The percentage change in the Landfill tipping fee x the current "Landfill Element") plus the current "Landfill Element"

Will equal the new per ton "Landfill Element".

4. "Franchise Fee Element Adjustment previously known as County Surcharge Element Adjustments." The "Franchise Fee Elements previously known as County Surcharge Elements" are set forth in Exhibit 2. On May 1, 2005, and, except as set forth in Paragraph VIII f) below, annually thereafter during the term of this Agreement, the "Franchise Fee Elements previously known as County Surcharge Elements" of the Transfer Station Rates set forth in Exhibit 2 shall be increased or decreased as set forth herein. Any change in the surcharge imposed by COUNTY will result in an adjustment in

the appropriate "Franchise Fee Element previously known as County Surcharge Element" based on the following formula:

a. The dollar change in the "Franchise Fee Element previously known as County Surcharge Elements" of the Transfer Station Rates plus the current "Franchise Fee Element previously known as County Surcharge Element" will equal the new per ton "Franchise Fee Element previously known as County Surcharge Element."

d. Adjustment Calculations. Annual adjustments shall be made only in units of one cent ($0.01). Fractions of less than one cent ($0.01) shall not be considered in making adjustments. The indices shall be truncated at four (4) decimal places for the adjustment calculations.

e. Notification. Within ten (10) business days of COMPANY providing its financial information as required by Paragraph VIII b)(4), and annually thereafter during the term of this Agreement, COUNTY shall notify COMPANY of the adjustment to the affected Collection Service Rates and Transfer Station Rates to take place on the subsequent May 1st.

f. Non-Annual Adjustments. COMPANY shall have the right to increase the "Disposal Element" or "Franchise Fee Element" of the Collection Service Rates, or the "Landfill Element" or "Franchise Fee Element previously known as County Surcharge Element" of the Transfer Station Rates, as appropriate, without the prior approval of COUNTY, upon thirty (30) days advance written notice to COUNTY in the event of an occurrence of one or all of the events set forth in Paragraph VIII f) 1) below.

i. In the event of an increase in the fees or charges paid by COMPANY to REFUSE INC., Storey County or the State of Nevada, for the disposal of solid waste at Landfill, the "Landfill Element" of the Transfer Station Rates and the "Disposal Element" and "Franchise Fee Element" of the Collection Service Rates may be adjusted. Such rate adjustments shall be calculated as set forth in Paragraphs VIII b) & c) above provided, however, the increase cannot exceed the percentages established in Paragraph XII (a) (2) hereof without the prior approval of COUNTY in accordance with Paragraph VIII (h) hereof.

ii. In the event of an increase in Douglas County imposed surcharges or franchise fees the "Franchise Fee Element previously known as County Surcharge Element" of the Transfer Station Rates and the "Disposal Element" and "Franchise Fee Element" of the Collection Service Rates may be adjusted. Such rate adjustments shall be calculated as set forth in Paragraphs VIII b) & c) above.

g. In the event of a decrease in the fees or charges paid by COMPANY to REFUSE INC., Storey County or the State of Nevada, for the disposal of solid waste at Landfill, a decrease in Douglas County imposed surcharges, or a decrease in franchise fees, or other fees or charges paid to Douglas County, COMPANY shall automatically decrease the appropriate element of its Collections Service Rates or Transfer Station Rates effective upon the date of the decrease.

h. Any other rate increases shall require prior COUNTY approval.

i. COMPANY and COUNTY agree that if COMPANY agrees to terms with any other entity within the geographic area of East Fork Township for the collection and disposal of solid waste and if COUNTY finds that some or all of the rates, fees, or charges imposed pursuant to that agreement would tend, either directly or indirectly, to unfairly or unevenly confer benefits on ratepayers under the agreement that are not enjoyed by ratepayers under this Agreement or that are in any way supported by ratepayers under this Agreement, then COUNTY is authorized to modify existing rates, fees, or charges imposed pursuant to this Agreement and to establish identical or substantially equivalent rates, charges or fees.

j. COMPANY or COUNTY acknowledge and agree that COUNTY, if it so desires, may join or cooperate in ratemaking procedures with other entities in order to save resources and reduce duplication.

D) The correction to Section VIII, Term And Option to Extend, shall be effective as of May 1, 2005.

2. **INCORPORATED DOCUMENTS.** Exhibit A (2003 Amended Franchise Agreement) is attached hereto, incorporated by reference herein and made a part of this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the 2003 Amended Franchise Agreement to be signed and intend to be legally bound thereby.

IN WITNESS THEREOF, County and Company has executed this Agreement this 3RD day of MAY, 2007.

COUNTY OF DOUGLAS

By _____
Doug N. Johnson
Chairman
Board of Commissioners

ATTEST: _____

Barbara J. Griffin, Clerk of the
Board of Commissioners

By _____
CLERK TO THE BOARD

DOUGLAS DISPOSAL, INC.

By: _____
Jeff Tillman
President

By: _____
John D. Marchini
Secretary

EXHIBIT A

AMENDED FRANCHISE AGREEMENT

THIS AMENDED FRANCHISE AGREEMENT, made and entered into this 17th day of December 2003, by and between Douglas County, a political subdivision of the State of Nevada (hereinafter referred to as "County") and Douglas Disposal, Inc. (hereinafter referred to as "Company"),

WITNESSETH:

WHEREAS, County and Company are desirous of modifying the method by which Collection Service Rates and Transfer Station Service Rates are adjusted.

NOW, THEREFORE, in consideration of mutual promise, covenants and agreements herein contained the parties agree as follows:

I

DEFINITIONS

For the purposes of this Agreement, the following words and phrases shall have the meaning respectively ascribed to them by this section.

(a) "Annual Average" means the result of dividing the sum of the monthly index numbers for a specific index for the twelve (12) months beginning with July and ending with June of the appropriate fiscal year, by twelve (12).

(b) "COMPANY": The term "COMPANY" shall mean Douglas Disposal, Inc., a Nevada corporation, and its successors and assigns.

(c) "COUNTY": The term "COUNTY" shall at all times mean Douglas County, State of Nevada.

(d) "Franchise fee" means the fee or assessment imposed by COUNTY on COMPANY solely because of its status as party to this Franchise Agreement, and which, inter alia, is intended to compensate COUNTY for its expenses in administering this Franchise Agreement and to fund other waste management activities.

(e) "Gross revenues" means revenues collected under the provisions of this Agreement, including, but not limited to, revenues from any rates, fees, or any other charges imposed on COMPANY customers or users of a transfer station, landfill, or any other portion of a waste management system. The term does not include Rental revenues from waste containers supplied by Douglas Disposal Container Service, except any portion of that revenue from rates, fees, or any other charges paid for disposal of the solid waste or recyclable materials collected in the

containers; provided, however, that exclusions from gross revenues are subject to reexamination and determination by the Board of County Commissioners, which may be assisted by the Citizens Advisory Committee on Ratemaking.

(f) "Landfill": The term "Landfill" shall mean that certain Landfill presently being operated in Storey County by Refuse, Inc., and any expansion thereof.

(g) "Recyclable" or "recyclable material" means materials which are reused or processed or are in the future reused or processed, in a materials recovery or other facility, into a form suitable for reuse through reprocessing or remanufacture, consistent with the requirements of state and federal law. The term includes transformable and compostable materials. The term includes paper, newsprint or newspaper, printed matter, pasteboard, paper containers, cardboard, glass, aluminum, metals, PET, HPDE, and other plastics. beverage and other containers, compostable materials, yard debris, used motor oil, automotive batteries, anti-freeze, latex paint, brick and stone in reusable size and conditions and such other materials designated under state or federal law.

(h) "WASTE, SOLID WASTE, OFFAL, DEBRIS and GARBAGE" shall mean or include all forms of waste material that are permitted to be disposed of by the landfill method, as allowed by all Federal, State County and local laws, ordinances and regulations. The term "waste, solid waste, offal, debris or garbage" shall not include hazardous waste, as the term "hazardous waste" is defined in NRS § 459.430, as from time to time amended.

II

GRANT OF PRIVILEGE

(a) COUNTY does hereby grant to COMPANY during the term hereof the exclusive privilege, except as provided in paragraph (c), for collection and disposal of all solid waste within of East Fork Township, Douglas County, Nevada, except where otherwise precluded by NRS 244.188 or other applicable law or within the boundaries of the unincorporated towns of Minden and Gardnerville, as from time to time expanded provided that all persons or entities within the unincorporated towns of Minden and Gardnerville requiring large drop boxes and compactors of a six-yard (6 yd.) size or larger shall be serviced by COMPANY. Properties must be officially annexed to either Minden or Gardnerville before they will be serviced by Minden or Gardnerville rather than COMPANY.

(b) COUNTY does hereby grant to COMPANY during the term hereof the exclusive right or privilege to operate a "transfer/compaction" station, wherein the SOLID waste will be initially deposited before it is transported by COMPANY to the Landfill.

(c) This section shall not preclude some person from picking up and hauling his/her own solid waste to a solid waste transfer station or a governmentally approved Landfill.

(d) COMPANY and COUNTY acknowledge that COUNTY is currently subject to recycling mandates imposed by the State of Nevada and will be subject to other State and federal mandates regarding recycling in the future as well as needs arising from within the COUNTY. COMPANY and COUNTY agree that the grant of privilege under this agreement shall not preclude COUNTY from separately or exclusively operating (either through COUNTY or through a COUNTY contractor and either a comprehensive or a particular (e.g. used oil, batteries, pesticides, etc.)) recycling or materials recovery programs. any household hazardous waste program, or, if mandated by statute or regulation or needed within the COUNTY, any other program, and that, to that extent, the grant of privilege to COMPANY is nonexclusive; PROVIDED, however, that COMPANY and COUNTY agree that the following conditions will apply in the interim until COUNTY begins operation of a program, either through COUNTY operation or operation by a COUNTY contractor:

1. No solid waste, including any recyclable material, may be collected, recycled, or disposed of under an arrangement or agreement whereby the owner or occupier of any residential or commercial property pays any form of monetary consideration, value or monetary equivalent to another person or entity (non-profit or otherwise) to have any solid waste, including recyclable materials, picked up and/or removed from the residential or commercial property, including but not limited to charging for a pickup container and not for the actual pickup.

2. A donation or sale of any recyclable material by a person or entity to another person or entity is not subject to the provisions of Condition 1.

3. If recyclable materials enter COMPANY's waste stream through discarding by the owner of the recyclable materials in a SOLID waste container picked up by COMPANY or at the transfer station those materials, unless COUNTY and COMPANY otherwise agree or are required by statute or regulation to act otherwise, shall not be considered to be recyclable materials for purposes of a recycling program operated by a COUNTY contractor. COMPANY may separate and market such recyclable materials. COUNTY and COMPANY further agree that, if COUNTY determines to provide exclusive recycling programs through a COUNTY contractor, then, unless COUNTY is required by law to act otherwise, COMPANY may be a participant in any request for proposal or bidding process conducted by COUNTY.

(e) COUNTY and COMPANY further agree that COUNTY may direct COMPANY to dispose of SOLID waste at a landfill other than the Storey County Landfill in accordance with Section XI(a) or to dispose of or route SOLID waste or recyclable materials to another facility designated by COUNTY.

III

DIRECTION AND APPROVAL

(a) COUNTY does hereby direct COMPANY to dispose of all SOLID waste picked up by COMPANY and by the towns of Minden and Gardnerville, together with any other SOLID waste deposited at the transfer station, at the Landfill owned and operated by REFUSE, INC.

(b) COMPANY and COUNTY understand that the SOLID waste to be disposed of at Landfill may require the approval of the Landfill as a regional facility by the State of Nevada, Department of Conservation and Natural Resources, Division of Environmental Protection. COMPANY and COUNTY agree to take all steps necessary to obtain all governmental approvals necessary for the disposal of the SOLID waste at Landfill. The failure to obtain the necessary approvals will operate as a cancellation of this Agreement. If necessary approvals are not retained for the Landfill, COUNTY and COMPANY agree to immediately renegotiate all terms of this Agreement related to the use and payment for use of the Landfill and the location of future or further disposal of SOLID waste.

IV

TERM AND OPTION TO EXTEND

(a) The term of this Agreement shall be deemed to commence upon December 19, 1991 and the same shall expire 10 years thereafter, unless extended as provided in Paragraph (b) hereof.

(b) If COMPANY has complied with the terms of this Agreement, COMPANY is hereby granted an option to extend the term of this Agreement, after its initial termination date for an additional 10 years upon the same terms and conditions of this Agreement. Should COMPANY elect to exercise this option, then COMPANY must do so by giving written notice of the same to COUNTY at least one (1) year prior to the expiration of the initial term hereof.

V

FRANCHISE FEE AND FINANCIAL STATEMENTS

(a) During the term of this Agreement and as computed by COMPANY on a monthly basis and paid by the fifteenth (15th) of the following month, COMPANY shall pay to COUNTY as and for a franchise fee a sum equal to eight percent (8%) of the gross revenues collected by COMPANY within Douglas County, State of Nevada. COMPANY, in computing monthly amount of the franchise fee due to COUNTY, may base the payment on the amount of the franchise fee owed in the previous fiscal year, projected for the succeeding fiscal year, and adjusted periodically throughout the succeeding fiscal year. COUNTY may, in its sole discretion, provide COMPANY with ten (10) days written notice that it desires to alter the existing franchise fee and COMPANY shall, beginning with the next billing cycle, implement and account for the adjusted franchise fee. Revenues from COUNTY imposed surcharges will be excluded from "gross revenues" when determining the applicable franchise fee. If the franchise fee is not timely

paid, as provided herein, then the franchise fee shall bear interest at a rate equal to the prime rate at the largest bank in Nevada as ascertained by the commissioner of financial institutions on January 1 or July 1, as the case may be, immediately preceding the date of the nonpayment, plus 2 percent (2%), until paid. COMPANY agrees that any such interest penalty shall by borne by COMPANY and shall not be passed along to ratepayers.

(b) During the term of this Agreement, and within ninety (90) days after close of COMPANY's fiscal year, COMPANY shall furnish a verified financial statement of COMPANY's financial operations within Douglas County to COUNTY.

VI

REFUSE COLLECTION

(a) COMPANY shall, during the term of this Agreement, at least once each week, collect the amounts of SOLID waste of persons or entities desiring such service and which SOLID waste the particular customer has made financial arrangements with COMPANY to pick up. COMPANY shall have the right to establish and change collection routes and collection days to provide for efficient operation and service. If any such route change results in a different collection day, the occupant of the affected premises shall be given at least five (5) days notice in writing. COMPANY must furnish garbage and rubbish collection as herein provided to all persons who request such service within the territory covered by this franchise, provided that such service may be withheld during any period in which bills for service remain delinquent, such bills becoming delinquent fifteen (15) days after such bill is received.

(b) Twice each year the COMPANY shall provide to its subscribers free removal of rubbish and waste material in clean-up drive promotion; provided that the rubbish and waste material shall be placed in containers or tied in bundles and shall not exceed one (1) cubic yard in volume and shall be placed within reasonable proximity of the edge of the abutting road on the day when COMPANY has publicly announced that the service will be provided to its subscribers. Material requiring special disposal procedures, such as materials containing federally or state designated hazardous wastes exceeding federal or state quantities or amounts for landfill disposal (other than household hazardous wastes) or CFCs, will not be a part of this subscriber clean- up service.

(c) All customer complaints shall be directed to COMPANY. COMPANY shall record all complaints received by mail, by telephone or in person (including date, name, address of complainant and nature of complaint). COMPANY agrees to use its best efforts to resolve all complaints by close of business of the second business (waste collection) day following the date on the complaint is received. A customer dissatisfied with COMPANY's decision regarding a complaint may ask COUNTY to review the complaint. To obtain this review, the customer must request COUNTY's review within thirty (30) days of the customer's receipt of COMPANY's response to the complaints or within forty-five (45) days of submitting the complaint to

COMPANY if COMPANY has not responded to the complaints. COUNTY may extend the time to request its review for good cause. The COUNTY Public Works Director or his designee shall determine if the customer's complaint is justified and, if so, where remedy, if any shall be imposed. Any remedy shall be limited to a rebate of customer charges related to the period of breach of any of the terms of this Franchise Agreement.

d) **REFUSE COLLECTION AND COUNTY RECYCLING SERVICES.** COMPANY currently provides the County Recycling Services set forth below.

1) "Separation boxes" for the collection of recyclable materials. The size, annual loads and location of the containers are as follows:

Separation Box Location	Box Size	Estimated Loads
Jacks Valley Elementary School	20 yd. or 30 yd.	33
Scarcelli Elementary School	20 yd. or 30 yd.	23
Holbrook Station	20 yd. or 30 yd.	10
Gardnerville Elementary School	20 yd. or 30 yd.	9
Total		75

2) White office paper routes (every other Thursday) for the collection of recyclable materials. The size and customer name are as follows:

Customer	Container Size
Home Depot	2 yd. to 4 yd.
Bently/GE	2 yd. to 4 yd.

Douglas County Sheriff's Office	2 yd. to 4 yd.
Carson Valley Inn	2 yd. to 4 yd.
Douglas County Administrative Offices	2 yd. to 4 yd.
Douglas County High School	2 yd. to 4 yd.
Douglas County School District	2 yd. to 4 yd.
Wallys Hot Springs Resort	2 yd. to 4 yd.
Carson Valley Middle School	2 yd. to 4 yd.
Harveys/Harrahs	2 yd. to 4 yd.
	2 yd. to 4 yd.
	2 yd. to 4 yd.

3) Containers for the collection of aluminum recyclable materials. The size, annual loads and location of the containers are as follows:

Aluminum Container Location	Box Size	Annual Loads
Boy Scouts (at Smith's)	6 yd.	2
Douglas County Animal Shelter	6 yd.	26

4) Operation of the drop-off center at the Douglas County Transfer Station from Tuesday through Sunday of each week during the hours of 9:00 - 12:00 in the morning and 12:30 – 4:30 in afternoon.

5) COMPANY shall provide such additional County Recycling Services as may be agreed upon in writing by the COUNTY and the COMPANY. The cost of providing Separation Boxes or Drop Boxes shall be as set forth on Exhibit 2 of this Agreement.

6) In the event the COUNTY requests recycling services from the COMPANY whose rates are not set forth in Exhibit 2, Company shall, within 30 days of receiving a written request for those recycling services, prepare and submit to the COUNTY a detailed cost estimate to provide said services.

VII

TRANSFER STATION

(a) Immediately after the execution of this Agreement by all parties. COMPANY agrees to, as expeditiously as possible, construct a transfer station wherein solid waste from East Fork Township and Alpine County may be initially disposed of. Thereafter, and as expeditiously as possible, the solid waste will be compacted and transported to the Storey County Landfill. The size and type of transfer station and equipment to be used in the operation or the transfer station shall be mutually agreed upon between COMPANY and COUNTY.

(b) The transfer station shall be constructed on certain real property located on the Douglas County Landfill that is presently owned by COUNTY. Immediately after the execution of the Agreement the property will be appraised and COMPANY shall purchase said property from COUNTY for its appraised value.

(c) The effectiveness of this Agreement is contingent upon COMPANY being able to obtain financing acceptable to COMPANY and acceptable to and approved by COUNTY to construct and operate the transfer station. The failure of COMPANY to obtain financing acceptable to COMPANY and acceptable to and approved by COUNTY will operate as a cancellation of this Agreement.

(d) COMPANY and COUNTY agree that COUNTY retains the sole authority to set rates, fees, or charges of any type for any user of the transfer station.

VIII

RATES, CHARGES AND ADJUSTMENTS

a) Not withstanding Paragraphs VIII. b) & c) below, during the term of this Agreement COUNTY may, from time to time, but no more often than every five years, by resolution or ordinance establish uniform rates, to include a reasonable rate of return for COMPANY, for the collection and disposal of solid waste

within East Fork Township, including use of a transfer station or any other facility which is part of a solid waste management system within the COUNTY, provided, however, several rates may be established for business establishments, including apartment complexes or condominium complexes of five (5) units or more as distinguished from residential rates. COUNTY and COMPANY also agree that COUNTY may exercise the authority granted pursuant to Nev.Rev.Stat. ch 444 (or successor statutes) to impose appropriate fees and charges for a solid waste management system, including but not limited to, the operation, expansion, monitoring, and remediation of the system. Immediately after the execution of this Agreement COUNTY and COMPANY shall adopt rates, including the effective date of said rates, regarding the collection of solid waste, operation of a transfer station, transportation of solid waste to Storey County Landfill and applicable Landfill charges, but not limited thereto. Until such time as said rates are adopted the present rates being charged by COMPANY will remain in full force and effect. COMPANY agrees that the COUNTY authority to establish rates necessarily includes the power to establish rate-making procedures and to audit and review COMPANY'S records and operations.

a. Collection Services. COMPANY shall be responsible for the billing and collection of payments for all Collection Services. COMPANY shall charge Service Recipients the Collection Service Rates established in Service Rate Forms 1 & 2 of Exhibit 1 which are attached to and included in this Agreement and as may be adjusted under the terms of this Agreement. Such monthly service rate charges to customers may be billed quarterly in advance.

i. Adjustments to the Collection Service Rates. Beginning on January 1, 2004, and annually thereafter, COMPANY shall, subject to compliance with all provisions of this Section, receive an annual adjustment in the "Collection Elements", "Disposal Elements" and "Franchise Fee Elements" of the following Collection Service Rates as set forth in Exhibit 1 to this Agreement:

- Residential Collection Service Rates as set forth on Service Rate Form 1 of Exhibit 1.
- Commercial Collection Service Rates as set forth on Service Rate Form 2 of Exhibit 1.

2. Collection Element Adjustment. Beginning on January 1, 2004, and annually thereafter during the term of this Agreement, the "Collection Elements" of the Collection Service Rates set forth in Service Rate Forms 1 & 2 of Exhibit 1 shall be adjusted using the Refuse Rate Index, (RRI) methodology as set forth in Exhibit 3, which is attached to and included in this Agreement. Except as set forth in Paragraph VIII b) 1) (b) below, the RRI adjustment shall be the sum of the

weighted percentage change in the Annual Average of each RRI index number between the base fiscal year, which shall be the prior preceding fiscal year ending June 30th, and the preceding fiscal year ending June 30th, as contained in the most recent release of the source documents listed in Exhibit 3. Therefore, the first "Collection Element" rate adjustment will be based on the percentage changes between the Annual Average of the RRI indices for the fiscal year ended June 30, 2002 and the Annual Average of the RRI indices for the fiscal year ended June 30, 2003. However, at no time will the percentage change in the Refuse Rate Index result in a reduction of the Collection Service Rates.

3. In any year that the calculation of the RRI results in a negative number, there shall be no adjustment of the "Collection Elements" of the Collection Service Rates. Instead the negative RRI number shall be added to the result of the subsequent years RRI calculation and the result shall be the RRI adjustment for that subsequent year.

4. Financial Information. On or before November 1, 2003, and annually thereafter during the term of this Agreement, COMPANY shall utilize the Douglas County Solid Waste Financial Model to deliver to COUNTY financial information for the specific services performed under this Agreement for the preceding fiscal year ending June 30th. Such financial information shall be in the format as set forth in Exhibit 3, or as may be further revised by COUNTY from time to time. If COMPANY fails to submit the financial information in the required format by November 1st, it is agreed that COMPANY shall be deemed to have waived the Collection Service Rate adjustment for that year. COMPANY'S failure to provide the financial information shall not preclude COUNTY from calculating the RRI using the prior fiscal year's financial data, or pro forma data if no prior fiscal year financial data is available, if that procedure would result in the calculation of a negative RRI number. If COMPANY'S failure to submit the financial information required under this Section is the result of extraordinary or unusual circumstances as demonstrated by COMPANY to the satisfaction of the County Manager, COUNTY, at its sole discretion, may consider the request for the annual Collection Service Rate adjustment.

ii. Disposal Element Adjustments. The "Disposal Elements" are based on the approved rates at the Douglas County Transfer Station and are set forth on Service Rate Forms 1, & 2 of Exhibit 1. Beginning on January 1, 2004 and, except as set forth in Paragraph VIII f) below, annually thereafter during

the term of this Agreement, the "Disposal Elements" will be adjusted based on the following formula:

1. (The percentage change in the Transfer Station Rate x the current "Disposal Element") plus the current "Disposal Element"

Will equal the new monthly unit "Disposal Element".

iii. Franchise Fee Element Adjustments. The "Franchise Fee Element" is a percentage of the Collection and Disposal Rates and is set forth on Service Rate Forms 1, & 2 of Exhibit 1. Beginning on January 1, 2004 and, except as set forth in Paragraph VIII f) below, annually thereafter during the term of this Agreement, the "Franchise Fee Elements" will be adjusted based on the following formula:

1. (The sum of the dollar changes in the "Collection and Disposal Elements" of the Collection Service Rates x the current Franchise Fee Percentage (currently 8%)) plus the current "Franchise Fee Element"

Will equal the new monthly unit "Franchise Fee Element".

c. Transfer Station Services. The COMPANY shall be responsible for the billing and collection of payments for all Transfer Station Services. The COMPANY shall charge the service rates established in Exhibit 2, which is attached to and included in this Agreement, and as may be adjusted under the terms of this Agreement.

i. Adjustments to the Transfer Station Rates. Beginning on January 1, 2004, and annually thereafter, COMPANY shall, subject to compliance with all provisions of this Section, receive an annual adjustment in the "Operation and Hauling Elements", "Landfill Elements" and "County Surcharge Elements" of the Transfer Station Rates as set forth in Exhibit 2 to this Agreement.

1. Operation and Hauling Element Adjustment. Beginning on January 1, 2004, and annually thereafter during the term of this Agreement, the "Operation and Hauling Elements" of the Transfer Station Rates set forth in Exhibit 2 shall be adjusted using the Refuse Rate Index, (RRI) methodology as set forth in Exhibit 3. Except as set forth in Paragraph VIII c) 1) (b) below, the RRI adjustment shall be the sum of the weighted percentage change in the Annual Average of each RRI index number between the base fiscal year, which shall be the prior preceding fiscal year ending June 30th, and the preceding fiscal year ending June 30th, as contained in the most recent release of the source documents listed in Exhibit 3. Therefore, the first "Operation and Hauling Element" rate adjustment will be based on the

percentage changes between the Annual Average of the RRI indices for the fiscal year ended June 30, 2002 and the Annual Average of the RRI indices for the fiscal year ended June 30, 2003. However, at no time will the percentage change in the Refuse Rate Index result in a reduction of the service rates.

2. In any year that the calculation of the RRI results in a negative number, there shall be no adjustment of the Operation and Hauling Elements of the Transfer Station Rates. Instead the negative RRI number shall be added to the result of the subsequent years RRI calculation and the result shall be the RRI adjustment for that subsequent year.

   a. Financial Information. On or before November 1, 2003, and annually thereafter during the term of this Agreement, COMPANY shall utilize the Douglas County Solid Waste Financial Model to deliver to COUNTY financial information for operation of the Transfer Station performed under this Agreement for the preceding fiscal year ending June 30th. Such financial information shall be in the format as set forth in Exhibit 3, or as may be further revised by COUNTY from time to time. If COMPANY fails to submit the financial information in the required format by November 1st, it is agreed that COMPANY shall be deemed to have waived the Transfer Station Rate adjustment for that year. COMPANY'S failure to provide the financial information shall not preclude COUNTY from calculating the RRI using the prior fiscal year's financial data, or pro forma data if no prior fiscal year financial data is available, if that procedure would result in the calculation of a negative RRI number. If COMPANY'S failure to submit the financial information required under this Section is the result of extraordinary or unusual circumstances as demonstrated by COMPANY to the satisfaction of the County Manager, COUNTY, at its sole discretion, may consider the request for the annual Transfer Station Rate adjustment.

3. Landfill Element Adjustments. The "Landfill Elements" are based on the approved rates at the Landfill and are set forth in Exhibit 2. Beginning on January 1, 2004 and, except as set forth in Paragraph VIII f) below, annually thereafter during the term of this Agreement, the "Landfill Elements" of the Transfer Station Rates set forth in Exhibit 2 shall be increased or decreased as set forth herein. Any

change in the fees or charges paid by COMPANY to REFUSE INC., Storey County or the State of Nevada for the disposal of solid waste at the Landfill will result in an adjustment in the appropriate "Landfill Element" based on the following formula:

a. (The percentage change in the Landfill tipping fee x the current "Landfill Element") plus the current "Landfill Element"

Will equal the new per ton "Landfill Element".

4. County Surcharge Element Adjustments. The "County Surcharge Elements" are set forth in Exhibit 2. Beginning on January 1, 2004, and, except as set forth in Paragraph VIII f) below, annually ~~thereafter during the term of this Agreement, the "County Surcharge~~ Elements" of the Transfer Station Rates set forth in Exhibit 2 shall be increased or decreased as set forth herein. Any change in the surcharge imposed by COUNTY will result in an adjustment in the appropriate "County Surcharge Element" based on the following formula:

a. The dollar change in the "County Surcharge Elements" of the Transfer Station Rates plus the current "County Surcharge Element" will equal the new per ton "County Surcharge Element".

d. Adjustment Calculations. Annual adjustments shall be made only in units of one cent ($0.01). Fractions of less than one cent ($0.01) shall not be considered in making adjustments. The indices shall be truncated at four (4) decimal places for the adjustment calculations.

e. Notification. As of November 15, 2003, and annually thereafter during the term of this Agreement, COUNTY shall notify COMPANY of the adjustment to the affected Collection Service Rates and Transfer Station Rates to take place on the subsequent January 1st.

f. Non-Annual Adjustments. COMPANY shall have the right to increase the "Disposal Element" or "Franchise Fee Element" of the Collection Service Rates, or the "Landfill Element" or "County Surcharge Element" of the Transfer Station Rates, as appropriate, without the prior approval of COUNTY, upon thirty (30) days advance written notice to COUNTY in the event of an occurrence of one or all of the events set forth in Paragraph VIII f) 1) below.

i. In the event of an increase in the fees or charges paid by COMPANY

to REFUSE INC., Storey County or the State of Nevada, for the disposal of solid waste at Landfill, the "Landfill Element" of the Transfer Station Rates and the "Disposal Element" and "Franchise Fee Element" of the Collection Service Rates may be adjusted. Such rate adjustments shall be calculated as set forth in Paragraphs VIII b) & c) above provided, however, the increase cannot exceed the percentages established in Paragraph XII (a) (2) hereof without the prior approval of COUNTY in accordance with Paragraph VIII (h) hereof.

ii. In the event of an increase in Douglas County imposed surcharges or franchise fees the "County Surcharge Element" of the Transfer Station Rates and the "Disposal Element" and "Franchise Fee Element" of the Collection Service Rates may be adjusted. Such rate adjustments shall be calculated as set forth in Paragraphs VIII b) & c) above.

g. In the event of a decrease in the fees or charges paid by COMPANY to REFUSE INC., Storey County or the State of Nevada, for the disposal of solid waste at Landfill, a decrease in Douglas County imposed surcharges, or a decrease in franchise fees, or other fees or charges paid to Douglas County, COMPANY shall automatically decrease the appropriate element of its Collections Service Rates or Transfer Station Rates effective upon the date of the decrease.

h. Any other rate increases shall require prior COUNTY approval.

i. COMPANY and COUNTY agree that if COMPANY agrees to terms with any other entity within the geographic area of East Fork Township for the collection and disposal of solid waste and if COUNTY finds that some or all of the rates, fees, or charges imposed pursuant to that agreement would tend, either directly or indirectly, to unfairly or unevenly confer benefits on ratepayers under that agreement that are not enjoyed by ratepayers under this Agreement or that are in any way supported by ratepayers under this Agreement, then COUNTY is authorized to modify existing rates, fees, or charges imposed pursuant to this Agreement and to establish identical or substantially equivalent rates, charges or fees.

j. COMPANY or COUNTY acknowledge and agree that COUNTY, if it so desires, may join or cooperate in ratemaking procedures with other entities in order to save resources and reduce duplication.

IX

COMPLIANCE WITH LAWS

(a) COMPANY represents, warrants and agrees that it will comply with all federal, State and local laws and regulations, as they now exist or as they will exist in the future, regarding the pick up and disposal of solid waste and operation

liability insurance, general liability insurance, and such other insurance coverage normally carried by COMPANY insuring against the injury, loss, or damage to persons and property caused by COMPANY's activities. Any additional insurance as may be required shall be as set forth below. COMPANY shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers and forms of policy satisfactory to COUNTY, acceptance of which shall not be unreasonably withheld. None of the requirements as to types, limits, and approval of insurance coverage to be maintained by COMPANY are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by COMPANY under the Agreement. Unless specifically set forth below, COUNTY shall not maintain any insurance on behalf of COMPANY.

COMPANY will provide COUNTY, annually or upon changing insurers, with certificates of insurance for coverage as listed below and endorsements affecting coverage required by this agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer and who is licensed by the State of Nevada.

A. Each insurance company's rating as shown in the latest Best's Key rating guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by COMPANY, including the rating and financial health of each insurance company providing coverage, is subject to the approval of COUNTY.

B. COUNTY and its officers and employees must be expressly covered as insureds, except on workers compensation coverage.

C. COMPANY's insurance shall be primary as respects COUNTY and its officers and employees.

D. Contractor's general liability insurance policies shall provide coverage for COMPANY's contractual liability to COUNTY. The parties further agree that COMPANY or its insurance carrier shall provide COUNTY with 30 days advance notice of cancellation of the policies.

E. All deductibles and self-insured retentions shall be fully disclosed in the certificates of insurance.

F. If the aggregate limits of less than $2,000,000 are imposed on bodily injury and property damage, COMPANY must maintain umbrella liability

insurance of at least $1.000,000. All aggregates must be fully disclosed and the amount on the required certificate of insurance.

G. COMPANY shall obtain and maintain, for the duration of this contract, general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this contract by COMPANY or its agents, representatives, or employees. No separate payment shall be made by COUNTY for the cost of such insurance.

H. General liability coverage shall be on a "per occurrence" basis only and not "claims made." The coverage must be provided either on a Commercial General Liability Form A or a Broad Form Comprehensive General Liability form. The parties agree that no exceptions will be permitted to the coverage provided in such forms. Policies must include, but need not be limited to, coverage for bodily injury, personal injury, broad form property damage, premises operations, severability of interest, products and completed operations, contractual and independent contractors. General liability insurance policies shall be endorsed to include COUNTY as an additional insured. Subject to ¶ F of this section, COMPANY shall maintain limits of no less than $1,000,000 combined single limit "per occurrence" for bodily injury (including death) personal injury, and property damages.

I. COMPANY shall obtain and maintain, for the duration of this contract, motor vehicle coverage which must include, but need not be limited to, coverage against claims for injuries to persons or damages to property which may arise from or in connection with the use of any motor vehicle in the performance of work under this contract by COMPANY or its agents, representatives, or employees. Subject to ¶ F of this section, COMPANY shall maintain limits of no less than $1,000,000 combined single limit "per occurrence" for bodily injury and property damage.

J. COUNTY may, from time to time, review COMPANY's existing insurance and, if COUNTY determines that the insurance is inadequate or inappropriate, COUNTY and COMPANY shall negotiate adequate or appropriate insurance to be provided by COMPANY which will reflect changes in costs and exposure to liability.

K. If COMPANY fails to maintain any of the required insurance coverage, then the County will have the option to declare COMPANY in breach and terminate the contract, or COUNTY may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverage

is maintained. COMPANY is responsible for any payments made by COUNTY to obtain or maintain such insurance, and COUNTY may collect the same from Contractor .

L. The specified insurance requirements do not relieve COMPANY of its responsibility or limit the amount of its liability to COUNTY or other persons, and COMPANY is encouraged to purchase such additional insurance as it deems necessary.

M. COMPANY is responsible for and required to remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by COMPANY or anyone employed, directed, or supervised by COMPANY.

N. Judgments, fines and associated legal expenses will not be part of the rate base in so far as they are adjudicated as part of the COMPANY's liability, individually, jointly or severally.

COMPANY shall defend with counsel reasonably acceptable to the COUNTY and indemnify the COUNTY from and against any and all liabilities, costs, claims and damages which are caused by COMPANY's failure to comply with all federal, state and local laws legally binding on COMPANY.

COMPANY agrees that it shall protect, defend with counsel reasonably acceptable to COUNTY, indemnify and hold harmless the COUNTY , its officers, employees and agents from and against any and all liabilities, fines, penalties, claims, losses, charges, damages, or judgments, including attorney's fees, arising out of or resulting in any way from COMPANY's exercise of the franchise, unless such claim is due to the sole negligence or willful acts of the COUNTY, its officers, employees or agents or from COUNTY's grant of this franchise to COMPANY.

In addition, upon request of the COUNTY, COMPANY shall defend with counsel reasonably acceptable to the COUNTY , indemnify and hold the COUNTY harmless from any and all litigation and claims, damages and liabilities arising heretofore, brought to enforce or to challenge the franchise agreement and/or COMPANY'S exclusive rights granted thereunder; provided, however, the COMPANY's obligations hereunder extend only to action brought against or by persons not parties to this agreement. County will defend agreement.

Any obligation of COMPANY to indemnify under this Section shall become due and payable when and as any liability, fine, penalty, claim, loss,

charge, damage, or judgment incurred by or imposed on any COUNTY indemnified party becomes due and payable. COMPANY may elect to defend any liability, fine, penalty, claim, loss, charge, damage, or judgment with counsel and may settle any such matter by paying the settlement.

XI

CANCELLATION

(a) COUNTY shall have the right to direct COMPANY to dispose of the SOLID waste deposited at the transfer station at some location other than Landfill upon the following terms and conditions;

1. Upon providing two (2) years written notice to COMPANY, COUNTY shall have the right to direct COMPANY to dispose of the SOLID waste deposited at the transfer station at some location other than Landfill, or

2. In the event of a fee increase(s) charged COMPANY by REFUSE, INC., for disposal of SOLID waste at Landfill, which is/are greater than twelve percent (12%) in any twenty four (24) month period, then COUNTY may direct COMPANY upon thirty (30) days prior written notice that COMPANY dispose of the SOLID waste deposited at transfer station at some location other than Landfill.

(b) This Agreement may be cancelled, pursuant to the procedure set forth herein by either party at any time during the term hereof for a substantial breach by the opposite party of any term, condition of covenant of this Agreement, as follows:

Upon determining that such a breach or violation has been committed, the offended party shall notify, by mail, the breaching party of its intent to cancel the contract. The breaching party shall, within a period of sixty (60) days of the postmark of said mailed notice, have the right to correct any such breach or violation. If, during the sixty (60) day period, the breach or violation is corrected, no right of rescission or cancellation of this Agreement shall accrue. If, however, upon the expiration of the sixty (60) day period, the breach or violation has not been so corrected, the offended party shall have the right to seek and obtain a judicial determination of rescission and cancellation of this Agreement.

(c) If COMPANY shall, at any time during the term of this franchise, become insolvent or if proceedings in bankruptcy shall be instituted by or against

COMPANY, or if COMPANY shall be adjudged bankrupt or insolvent by any court, or if a receiver or trustee in bankruptcy or receiver of any property of COMPANY shall be appointed in any suit or proceeding brought by or against COMPANY, or if COMPANY shall make any assignment for the benefit of creditors, then in each and every case, this franchise and the rights and privileges granted hereunder shall immediately cease and be forfeited and cancelled; provided, however, that if COMPANY shall, within sixty (60) days after the filing and service on COMPANY of any involuntary petition in bankruptcy or for the appointment of a receiver, commence proper proceedings to dismiss or deny the petition or to vacate the receivership, then no such default shall accrue until entry of a final determination adverse to COMPANY.

XII

NON-ASSIGNABILITY

COMPANY shall not sell, transfer, assign or lease all or any portion of this Agreement or the transfer station nor any interest therein, nor shall any of the rights or privileges granted hereby unto COMPANY be sold, transferred, assigned or leased without the prior written consent of COUNTY being first had and obtained. Nothing in this Franchise Agreement shall obligate COUNTY to treat any acquisition costs as an allowance expense of the transferee for rate setting purposes.

XIII

OPTION TO PURCHASE

COMPANY and COUNTY agree that the current rate review and development of a ratemaking procedure by the COUNTY may have a substantial effect on the renegotiation of the option to purchase term. Accordingly, COMPANY and COUNTY agree that the negotiation of this term should be reopened and concluded at a later time, on the request of either party to reopen negotiation of this term.

In the event COUNTY cancels this Agreement in accordance with the provisions of Paragraph XI(b) or XI(c) or in the event COMPANY does not exercise its option to extend this contract for an additional ten (10) years then, and in that event, COUNTY shall have the right to purchase the real property and improvements, including the transfer station, wherein the transfer station is located, including any and all permanent fixtures located on said property upon

the following terms and conditions:

(a) The purchase price shall be in cash and shall be paid within thirty (30) days after the price to be paid is determined.

(b) In the event of non-renewal, the price to be paid shall be ten percent (10%) of the fair market value of the property to be purchased.

(c) In the event of cancellation, the price to be paid shall be the hereinafter set out fraction to be multiplied by the fair market value to determine the price to be paid, as follows:

No. of years remaining on franchise term
00 x Fair market value = Price to be paid.

(d) COUNTY's right or option to purchase the real property and improvements, wherein the transfer station is located, must be exercised by COUNTY giving written notice of its intent to exercise the option to COMPANY within thirty (30) days after the date triggering COUNTY's right to exercise the option. If written notice is not sent to COMPANY within said period of time then COUNTY's option shall expire.

(e) In the event COUNTY exercises its option to purchase the property as provided herein, the parties agree to use their best efforts to attempt to determine the fair market value of the property. If the parties are unable to do so, then the fair market value of the property will be determined by arbitration with each party appointing one arbitrator and the two arbitrators so appointed selecting a third arbitrator, with the three arbitrators then and there making a majority decision as to fair market value, which decision is final and binding upon the parties hereto. The arbitrators must make a decision as to fair market value within thirty (30) days after their selection or appointment.

XIV

MISCELLANEOUS

(a) COMPANY agrees to work and cooperate with COUNTY if COUNTY chooses to adopt some type of recycling program. COMPANY and COUNTY agree that neither this provision nor any other provision of this Agreement confer upon COMPANY any right, exclusive or otherwise, to operate any COUNTY recycling program.

(b) In the event that any party hereto is required to retain an attorney to enforce any of the terms, conditions or covenants herein contained, then, and in that event, the prevailing party shall be entitled to the award of a reasonable attorney's fee together with court costs.

(c) The subject headings of the paragraphs or sub-paragraphs of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of the provisions of this Agreement.

(d) All notices or demands of any kind which either party may or is required to serve upon the other, may be served by mailing a copy of such demand or notice addressed to the other party at the address hereinafter set out by certified or registered mail, or at such other address or addresses as the parties may from time to time designate in writing. The addresses for each party are as follows:

COMPANY:

Douglas Disposal, Inc.
1240 Ruth Avenue
South Lake Tahoe, CA 96150-4357

COUNTY:

Douglas County Manager
Post Office Box 218
Minden, Nevada 89423

(e) This Agreement contains the entire agreement between the parties hereto. This Agreement can only be: modified by an agreement in writing, signed by the parties hereto. The Parties hereto agree to use good faith in all dealings under this Agreement.

(f) This Agreement hereby supersedes all previous ordinances and Franchise Agreements between COMPANY and COUNTY; provided, however, should this Agreement be cancelled because of the provisions of Paragraph 111(b), or because COMPANY is unable to obtain financing satisfactory to COMPANY and COUNTY then, in that event, the previous Franchise Agreement between COUNTY and COMPANY shall remain in full force and effect until its expiration date of December 31, 1994.

(g) COUNTY and COMPANY each agree that, in fulfilling the terms of this Agreement, they will act in good faith and will apply the terms of the Agreement in good faith.

(h) The COUNTY, at the expiration of this agreement, may exercise its right to solicit competitive bids for the solid waste collection and disposal franchise.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year hereinafter written.

DOUGLAS COUNTY

Dated: 12/18/2003

By: _____
Kelly Kite, Chairman

DOUGLAS DISPOSAL, INC.

Dated: _____

By: _____
President

BK- 0809
PG- 7694
08/31/2009
0749938 Page: 43 Of 54

BK- 0510
PG- 1870
05/11/2010
0763394 Page: 46 Of 57

Exhibit 1
Service Rate Form 1
Residential Collection Service Rates
Carson Valley (Quarterly/Advance)
Effective January 1, 2004

		Collection Element	Disposal Element	Franchise Fee Element	Total	Collection Element	Disposal Element	Franchise Fee Element	Total
1 (32-gallon)	401	$ 10.00	$ 1.28	$ 0.90	$ 12.18	$ 30.00	$ 3.84	$ 2.70	$ 36.54
3 (32-gallon)	403	$ 19.06	$ 3.83	$ 1.83	$ 24.72	$ 57.18	$ 11.49	$ 5.49	$ 74.16
voucher (32-45 gallon)	407	$ 2.23	$ 1.46	$ 0.30	$ 3.99	N/A	N/A	N/A	N/A
2 (45-gallon)	412	$ 15.72	$ 3.28	$ 1.52	$ 20.52	$ 47.16	$ 9.84	$ 4.56	$ 61.56
4 (45-gallon)	414	$ 30.67	$ 6.56	$ 2.98	$ 40.21	$ 92.01	$ 19.68	$ 8.94	$ 120.63
on-call (32-gallon)	438	$ 2.04	$ 1.28	$ 0.26	$ 3.58	N/A	N/A	N/A	N/A
mini (15-20 gallon)	480	$ 8.38	$ 0.62	$ 0.72	$ 9.72	$ 25.14	$ 1.86	$ 2.16	$ 29.16

BK- 0509
PG- 4223
05/18/2009
0743347 Page: 39 Of 48

BK- 0507
PG- 3665
05/09/2007
0700841 Page: 32 Of 40

Actual Fianl Rates Approved December 18 2003 Resi

BK- 0809
PG- 7695
08/31/2009
0749938 Page: 44 Of 54

Commercial Collection Service Rates
Carson Valley (Monthly/Arrears)
Effective January 1, 2004

		Collection Element	Disposal Element	Franchise Fee Element	Total
32-gal can/bag	3403	$ 2.04	$ 1.28	$ 0.26	$ 3.58
45-gal can	3405	$ 2.30	$ 1.64	$ 0.32	$ 4.26
tote (90-gallon)	3407	$ 1.28	$ 3.83	$ 0.41	$ 5.52
1-yd	3401	$ 1.84	$ 7.66	$ 0.76	$ 10.25
compacted rate per cubic yard	3402	$ 4.05	$ 16.84	$ 1.67	$ 22.56
6-yd	5006	$ 112.09	$ 45.93	$ 12.64	$ 170.66
20-yd	5020	$ 252.43	$ 153.09	$ 32.44	$ 437.96

Commercial Collection Service Rates
Carson Valley (Per Collection/Arrears)
Effective January 1, 2004

		Collection Element	Disposal Element	Franchise Fee Element	Total
32-gal can/bag	3403	$ 3.03	$ 0.29	$ 0.27	$ 3.5[illegible]
45-gal can	3405	$ 3.56	$ 0.38	$ 0.31	$ 4.2[illegible]
tote (90-gallon)	3407	$ 3.65	$ 0.88	$ 0.36	$ 4.8[illegible]
1-yd	3401	$ 7.70	$ 1.77	$ 0.76	$ 10.2[illegible]
compacted rate per cubic yard	3402	$ 16.94	$ 3.89	$ 1.67	$ 22.5[illegible]
6-yd	5006	$ 147.24	$ 10.61	$ 12.63	$ 170.4[illegible]
20-yd	5020	$ 369.62	$ [illegible]	$ 32.40	$ 437.3[illegible]

BK- 0510
PG- 1871
05/11/2010
0763394 Page: 47 Of 57

es Commercial

BK- 0509
PG- 4224
05/18/2009
0743347 Page: 40 Of 48

BK- 0507
PG- 3666
05/09/2007
0700841 Page: 33 Of 40

Exhibit 2
Service Rate Form
Transfer Station Service Rates
Effective January 1, 2004

		Operation & Hauling Element	Landfill Element	Douglas County Surcharge Element	Total
Solid Waste per Ton	7600	$ 59.50	$ 9.05	$ 4.35	$ 72.90
Green Waste per Ton		$ 26.96	$ 8.00	$ 4.35	$ 39.31
Solid Waste per Yard		$ 6.81	$ 0.68	$ 0.33	$ 7.82
Green Waste per Yard		$ 1.49	$ 1.33	$ 0.72	$ 3.54
Inerts per Yard		$ 26.43	$ 6.79	$ 3.26	$ 36.48
Solid Waste		$ 0.75	$ 0.16	$ 0.08	$ 0.99
Refrigerator					$ 44.00
TV/Monitor					$ 25.00
Propane (5 gal)					$ 5.00
Additional Propane Tank					$ 1.00
Freon Cylinders					$ 25.00
PCB/Ballast					$ 10.00
Florescent Bulbs					$ 1.00
Cat/Dog					$ 12.00

Exhibit 3
Douglas County, Nevada
Refuse Rate Index
Collection Services Operating Cost Statement - Description

Operating Costs

Labor: List all administrative, officer, operation and maintenance salary accounts.

List payroll tax accounts directly related to the above salary accounts.

Fuel: List all fuel and oil accounts.

Vehicle Replacement:

List all Collection and Collection related vehicle depreciation accounts.

List all vehicle lease or rental accounts related to Collection or Collection related vehicles.

Vehicle Maintenance:

List all Collection or Collection related vehicle parts accounts.

All Other: List all other expense accounts related to the services provided under this Agreement except Franchise Fees and Disposal Costs. This category includes all insurance including general liability, fire, truck damage, extended coverage and employee group medical and life; rent on property, truck licenses and permits; real and personal property taxes; telephone and other utilities; employee uniforms; safety equipment; general yard repairs and maintenance; office supplies; postage; trade association dues and subscription; advertising; employee retirement or profit sharing contributions; and miscellaneous other expenses.

Exhibit 3
Douglas County, Nevada
Refuse Rate Index
Sample Calculation for Collection Service Rates

SAMPLE REFUSE RATE INDEX CALCULATION SHEET

Item #	Category	Data Source Bureau of Labor Statistics www.bls.gov/cpi/	Percentage Change	Item Weight	Weighted Percentage Change
1	Average Hourly Earnings	Series ID: ECS 12102i Service Producing Industries	4.14%	61.55%	2.55%
2	Motor Fuel	Series ID: WPU057303 Commodity Code 0573-03 #2 Diesel Fuel	-10.40%	6.99%	-0.73%
3	Vehicle Replacement	Series ID: PCU3713#139 Refuse and Garbage Bodies (Packer Trucks) Commodity Code 3713-139	2.88 %	2.80%	0.08%
4	Vehicle Maintenance	Series ID: PCU3537#3 Trucks and Tractors – Parts Commodity Code 3753-3 Parts and Accessories for Industrial Trucks and Tractors	1.39%	2.80%	0.04%
5	CPI All Items	Series ID: CUURX400SA0 CPI-All Urban Consumers, All Items, West – Size B/C	2.85%	25.87%	.071%
Total	RRI Adjustment			100.00%	2.49

Exhibit 3
Douglas County, Nevada
Refuse Rate Index

Transfer Station Rates. The adjustment to the "Operation and Hauling Element" of the Transfer Station Rates shall be calculated using the "Refuse Rate Index" in the following manner:

1. The expenses of providing Transfer Station Services in the Service Area for the designated fiscal period shall be prepared in the format set forth in the Operating Cost Statement - Description on the following page of this Exhibit.

2. The expenses of providing Transfer Station Services in the Service Area shall be broken down into one of the following five cost categories: Labor; Fuel; Vehicle Replacement; Vehicle Maintenance and All Other. Each cost category is assigned a weighted percentage factor based on that cost category's proportionate share of the total of the costs shown for all cost categories.

3. The following indices are used to calculate the adjustment for each cost category. The Annual Average change in each index is calculated over a twelve-month fiscal period in accordance with the terms of the Agreement.

Cost Category	Index
Labor	Series ID: ECS 12102i Service Producing Sanitary Services
Fuel	Series ID: WPU057303; Commodity Code 0573-03 #2 Diesel Fuel
Vehicle Replacement	Series ID: PCU3715#1 Truck Trailers and Chassis (10,000 Lbs/axel & over); Commodity Code 3715-1 Truck Trailers
Vehicle Maintenance	Series ID: PCU3537#3Truck and Tractors – Parts Commodity Code 3753-3; Parts and Accessories for Industrial Trucks & Tractors
All Other	3/4 Consumer Price Index, Series ID: CUURX400SA0 CPI-All Urban Consumers, All Items West – Size B/C

4. The percentage weight for each cost category is multiplied by the Annual Average change in each appropriate index to calculate a weighted percentage for each cost category. The weighted percentage changes for each cost category are added together to calculate the Refuse Rate Index (see example).

Exhibit 3
Douglas County, Nevada
Refuse Rate Index
Transfer Station Operating Cost Statement - Description

Operating Costs

Labor: List all administrative, officer, operation and maintenance salary accounts.

List payroll tax accounts directly related to the above salary accounts.

Fuel: List all fuel and oil accounts.

Vehicle Replacement:

List all Transfer and Transfer related vehicle depreciation accounts.

List all vehicle lease or rental accounts related to Transfer or Transfer related vehicles.

Vehicle Maintenance:

List all Transfer or Transfer related vehicle parts accounts.

All Other: List all other expense accounts related to the Transfer Station services provided under this Agreement except and Landfill Disposal Costs and Douglas County Surcharges. This category includes all insurance including general liability, fire, truck damage, extended coverage and employee group medical and life; rent on property, truck licenses and permits; real and personal property taxes; telephone and other utilities; employee uniforms; safety equipment; general yard repairs and maintenance; office supplies; postage; trade association dues and subscription; advertising; employee retirement or profit sharing contributions; and miscellaneous other expenses.

Exhibit 3
Douglas County, Nevada
Refuse Rate Index
Sample Calculation for Transfer Station Rates

SAMPLE REFUSE RATE INDEX CALCULATION SHEET

Item #	Category	Data Source Bureau of Labor Statistics www.bls.gov/cpi/	Percentage Change	Item Weight	Weighted Percentage Change
1	Average Hourly Earnings	Series ID: ECS 12102i Service Producing Industries	4.14%	61.55%	2.55%
2	Motor Fuel	Series ID: WPU057303 Commodity Code 0573-03 #2 Diesel Fuel	-10.40%	6.99%	-0.73%
3	Vehicle Replacement	Series ID: PCU3715#1 Truck Trailers (10,000 Lbs/axel or over) Commodity Code 3713-1	2.88 %	2.80%	0.08%
4	Vehicle Maintenance	Series ID: PCU3537#3 Trucks and Tractors – Parts Commodity Code 3753-3 Parts and Accessories for Industrial Trucks and Tractors	1.39%	2.80%	0.04%
5	CPI All Items	Series ID: CUURX400SA0 CPI-All Urban Consumers, All Items, West – Size B/C	2.85%	25.87%	.071%
Total	RRI Adjustment			100.00%	2.49

SEAL

CERTIFIED COPY
The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: May 8, 2007

BARBARA RYAN, Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By [signature] Deputy

JEFFREY K. RAHBECK
A PROFESSIONAL LAW CORPORATION
ROUND HILL PROFESSIONAL BUILDING
P.O. BOX 435
ZEPHYR COVE, NEVADA 89448

(775) 588-5602 OFFICE
(775) 588-8348 FAX
JKRAHBECK@CS.COM

July 22, 2009

VIA FACSIMILE: (775) 782-6255 (Hard Copy to Follow By Mail)
Mr. T. Michael Brown
Douglas County Manager
PO Box 218
Minden, NV 89423

Re: Douglas Disposal, Inc.

Dear Mr. Brown:

As you are aware, the undersigned is legal counsel for Douglas Disposal, Inc. (hereafter "DDI"). The purpose of this letter is to request that DDI's Exclusive Franchise Agreement with Douglas County be modified/amended to clarify exactly what is considered "Solid Waste" and what "self haul activity" is permitted, as well as justification for the requested modifications. In that regard, DDI requests that the original Amended Agreement approved on December 18, 2003, as subsequently amended be modified or amended in the following particulars:

1) That the definition of waste, solid waste, offal, debris and garbage, which is contained in Paragraph I(h), be changed to read as follows:

(h) "SOLID WASTE" and "GARBAGE" shall mean all putrescible and non-putrescible refuse in solid or semi-solid form including, but not limited to, garbage, ashes, incinerator residue, street refuse (whether organic or inorganic), rubbish, junk vehicles, dead animals, demolition waste or debris, construction waste or debris, and solid or semi-solid commercial and industrial waste. The terms do not include hazardous waste managed pursuant to NRS 459.400 to 459.600, inclusive.

2) That the self-haul exception set forth in subsection II(c) be changed to read as follows:

(c) The exclusive privilege granted by this Agreement is subject to the following exception:

A person or entity may haul or transport SOLID WASTE generated by or from his/her/its residence or business for purposes of disposing of the same to a governmentally approved landfill or transfer station. The above exception to this exclusive franchise agreement does not permit or allow a person or entity to hire or contract with another person or entity, whether as an agent or independent contractor, to pick-up, remove, haul, dispose of or transport SOLID WASTE. Likewise, the rental of equipment wherein a driver/operator is furnished is not permitted and would be a violation of the exclusivity provision of this Agreement. The use of rented equipment with hired equipment operators to pick-up, remove, haul, dispose of or transport SOLID WASTE is not permitted.

The reason for modifying the definition of "Solid Waste" or "Garbage" is to make it consistent with the definition of solid waste as is set forth in the Nevada Revised Statutes.

The current self-haul exception language that is set forth in the Franchise Agreement is the same language that was contained in earlier DDI Franchise Agreements. The language in the earlier agreements was identical to the exclusivity exception provision that was set forth in the Nevada Revised Statutes. Although the Nevada Revised Statutes no longer contain the self-haul exception language, DDI's later contracts still allowed persons or entities to haul their/its garbage. The self-haul exception language was never intended to allow a person or entity to hire agents or rent equipment (i.e., drop boxes which are picked up by the person or entity furnishing the same). What DDI is seeing is various persons or entities offering containers/drop boxes for rent or hire. These persons or entities then pick-up the containers/drop boxes and haul the same to some place other than the Douglas County Transfer Station. In turn, they don't pay any franchise fee to Douglas County like DDI does when it provides container/drop box service.

The requested self-haul amendment language still allows a person or entity to haul their own solid waste, which is what was originally intended. It precludes another person or entity from getting into the garbage business in violation of DDI's Exclusive Franchise by claiming they're an agent or are only renting equipment.

If the proposed changes are approved by the Board of Commissioners, it is believed that the County will receive additional franchise fees, because DDI pays franchise fees whereas the so-called agents or container/drop box providers do not.

Please place the above requests before the Board of Commissioners and advise when the matter will be heard. Should you have any questions or need further clarification, please advise.

Very truly yours,

JEFFREY K. RAHBECK

JKR/eh
cc: client
Cynthia Gregory, Deputy D.A. (via email)

CERTIFIED COPY
The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.
DATE: Aug 31 2009
ATTEST: Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.
By _____ Deputy

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: May 10, 2010

Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By _____ Deputy