

WAWONA TOWN PLANNING ADVISORY COMMITTEE

DRAFT MEETING MINUTES

DATE: Friday, October 7, 2022
TIME: 9 a.m. to Noon (Scheduled)
LOCATION: The Redwoods in Yosemite – Conference Room
8038 Chilnualna Falls Road, Wawona CA 95389

1. Call to Order and Roll Call

Spindler called the meeting to order at 9:00 a.m.

Members in attendance: Paul Koubek, Ed Mee (left at 10:15 a.m.), Roger Soulanille, Eugene Spindler, Gary Wuchner, and Tony Christianson.

County staff in attendance: Supervisor Rosemarie Smallcombe, Planning Director Sarah Williams, Public Works Director Shannon Hansen, and Deputy Public Works Director Sam Cervený.

NPS staff in attendance: Wawona District Ranger Chad Andrews and Chief of Staff Joe Meyer.

2. Introductions

Committee members, County staff, NPS staff and public members introduced themselves.

3. Persons wishing to speak on a matter not on the agenda, but within the jurisdiction of the committee. The Committee will take no action. The public will also be given the opportunity to comment before or during the Committee's consideration of the items that are on the agenda.

Prior to "at large" public comments, Chairperson Spindler provided a short description, history and the role of the Wawona Town Planning Advisory Committee (WTPAC).

- a) A comment was made of concerns about road maintenance, shoulders and cleaning of culverts before winter storms.
- b) Pat Sischo had questions if snowplow operator had been selected.
- c) Road crowning and hard surface runoff concerns on shoulder erosion of roads.
- d) Trish Peterson – The Mariposa Road bridge remains un-repaired after two years – what is the time-line schedule to repair? Shannon Hansen, Mariposa County Public Works Director is aware of the issue and in the process of contracting the repairs.

- e) Tony Christianson – Spoke to fire protection concerns of downed fuels along Forest Drive.
- f) Pat Sischo – The Library Permit with the county is due for renewal in December. Public Works Director Hansen will assist.
- g) Rick Jacobson – Comments concerning the County's proposed Moratorium on vacation Rentals.

4. Approve Meeting Minutes of October 29, 2021

Motion by Mee / seconded by Soulanille to approve draft minutes as presented.

Approved – 5 ayes (Christianson abstained as he was not in attendance)

5. Discussion Items / Action may include direction to staff

- a. **Wawona Wastewater Treatment System Rehabilitation** – Receive Update from NPS Chief of Staff Joe Meyer.

- The project was completed on July 27, 2022
- It includes increased ability to treat Solid Waste
- Leach fields completed on golf course fairway #7 and #5
- Irrigation system on entire golf course
- Increased capacity of wastewater treatment
- Two lift stations improvements and capacity
- The campground system is operational
- During the construction a leak was found on a storage tank that will require a major below surface repair. Further, it will require a sole source contractor and tank repair specialists.
- Other minor tweaks and tuning of the system will continue.
- Garret Chung, NPS project Manager, will continue to provide updates as needed.
- Wayne Heringer, and others, had questions concerning fully operational status of the mixing system, and leach field, water treatment and sole source contractor for tank repairs.

- b) **Wawona Golf Course**

Update by Wawona Hotel Manager and Yosemite Hospitality representative Thomas Goodarau and community representative David Sischo.

The Wawona Golf Course in its current condition is not playable. Representatives from the Northern CA Gold Association were invited in June 2022 to play the course to determine its playability. They attempted 2 holes and walked off, as the course was deemed not playable to its standards.

Reasons: Too many ruts, weeds, rocks, and uneven greens surfaces, lack of watering and inadequate power equipment and mowers to maintain the course. Weeds have replaced the grass that was seeded in after construction was completed on leach lines.

The specifics of the project did not fully include maintaining the integrity of the course to playing standards, after placement of leach lines.

The golf course is an attraction for tourists and conference attendees – that has not been utilized in recent years and does affect tourism to Wawona and rental business, including the Hotel.

Joe Meyer - A key factor is the need for adequate watering and is related to the NPS wastewater treatment plant improvements project and an inoperable storage tank. The watering of the course is provided by treated effluent water only.

The NPS and Yosemite Hospitality will continue working on the solutions through the winter and early spring with a goal to be operationally “golf ready” by late spring 2023.

c) Wawona Community Recreation Area (Flat Rock) Flush Toilet Restrooms (NPS Project #266773)

Gene Spindler provided background concerning this ongoing need as an NPS community project. A permanent restroom is needed with the continued and increased use of the South Fork of the Merced River recreation area. The question was asked at the October 29, 2021 WTPAC meeting and continues if the *Great American Outdoors Act – GAOA 2/21*, might/could be used to fund the project.

Joe Meyer stated the project remains unfunded, but is in the NPS system for new construction. It will take time.

General questions from the committee and the public suggested:

- Available matching dollars?
- Is it part of the Merced River Plan?
- Would or could the Conservancy partner with the park?
- Could the current porta restrooms be upgraded to include a wash-station and improve the general appearance and appeal?
- Adjacent to the Flat Rock swimming hole is a recreation area for basketball and a children’s playground/park. They are advertised tourist spots, which expand the additional need for permanent public restroom facilities.
- There is a need to improve the general appearance of the area.

District Ranger Andrews and Meyer will take the questions to Park Facilities Management.

d) Community Needs for Water Storage

Gene Spindler reviewed the general history of Wawona water, and emphasized the main water source for the community system is the Merced River. The concerns are during drought years when the river flow drops below 2 cubic feet per second (CFS) - what and how will the water supply be maintained?

Biledo Springs, outside the park and on Sierra National Forest land, has been determined as not available to the community for water source/supply.

Wuchner presented findings concerning private well systems within the community. Four systems are managed by the Redwoods and serve approximately 120 users. The Redwoods also manages properties with 30 private wells. There are 5 small water systems that are recognized by the State Water Board, and there are several small systems serving 5 users or less.

Public comments – private systems should be kept private. If river flow falls below 2 CFS, then water rationing should be put in place. Looking forward, with increased tourism and expected continuing drought conditions, need to look for additional funding for water storage.

Soulanille repeated that the County has vested interest. If wells go dry, the situation will impact TOT and property values.

Smallcombe is working with the CA State Water Board concurrently, as water issues are high priority throughout the entire state. Smallcombe will continue to outreach with Melinda Barrett, Resource Conservation District (RCD), which could possibly help with project. Note there are many communities within the county competing for the scant funds. Other Mariposa communities are facing similar issues. The availability of water will require long term planning for emergency supply of water needs, including for fire protection.

Joe Meyer repeated the need for long-term solutions and investment to protect water systems. He referenced the USGS report *"Ground Water Resources and Water Supply Alternatives in the Wawona Area of Yosemite National Park – Borchers, J.W.; USGS Report 95-4229, Sacramento CA, 1996."*

Meyer indicated adding large storage tanks is not a practical long-term solution as drought continues because treated water gets stale, nor is bringing potable water to the community, which is prohibitively expensive.

Meyer - when water system was installed in 1988, the NPS ran water and stubbed meters to each property. Although with continued diminished Merced River flow there is no capacity to include more "Will Serve" notices or add more users of NPS treated water.

Sarah Williams is having her GIS staff prepare Wawona area GIS mapping and spreadsheet of parcels in community, served by the park service.

e) SDA Camp Wawona project – Receive Update from Camp Representative

No SDA camp representative was present.

Spindler provided history of camp permitting and context of the 2008 lawsuit concerning expansion of the historic camp. The focus of the discussion centered on previous concerns by the community at large, including NPS land encroachments, widening of Forest Drive and others.

Williams described improvements and the process, which the Camp is returning the encroachments back to the NPS (4 acre road encroachment).

Meyer emphasized no additional improvements are being added and only maintenance/repairs to the existing facility are occurring.

f) Recology – Discuss Rate Increase for Trash Pick Up; Possible Separate Accounting /Structure for Residential vs. Commercial Uses (including vacation rentals)

This is an action item required of the WTPAC Board for the proposed rate increase by July 2023.

Hansen provided a brief background and introduced Sam Cervený, current Deputy Public Works Director and prior County Solid Waste Coordinator.

Cervený presented the Wawona County Service Area 2-W Solid Waste Disposal Service Rate Informational Summary, a 40-page report with the need to raise community waste cost to \$139.49/quarter. He provided copies of the report to all in attendance.

The funding highlights:

- Fee structure will be same for commercial and private use
- Funding for pine needle pick-up
- Funding for bulky item pick-up
- Funding for contract oversight and enforcement
- Extra material charge of \$50 for waste not placed into bins
- Performance Fee of \$10/bin/day for uncollected bins after scheduled pick-up days
- Provides for 21 trash bins and 7 recycle bins
- Annual CPI adjustment
- Pricing for the placement of additional bins
- And the oversight mechanism by the county to insure contract waste pick-ups – vehicle camera and GPS

A partial list of public comments and questions centered on:

- Hazardous Materials pick-up
- Integrity of bins, maintenance, and bin closures
- Over use of commercial vacation rental use vs. non rental use – bins overfill
- NPS, SNRS, and other park partners' personnel use of private bins vs. utilizing park bins in the corporate yard
- TOT and return of those dollars to Wawona in regards of waste management
- Pine needle pick-up is essential and part of community fire defense
- Vacation rentals generate more trash than do privately occupied residences. How to make the pick-up fair?
- Who will pay the \$50 fee for excess trash outside of the dumpster?
- Will there be bins for composting materials?
- What is the mechanism and who is notified for a missed waste pick-up day?
- On busy rental periods and full rentals the problem of overfilled trash bins remains a problem of inadequate waste capacity and number of dumpsters.
- What is the process to separate waste from re-cycle materials if combined?

Andrews said that NPS properties do not pay into county for services. NPS has their own dumpsters.

Smallcombe – More discussion from County Staff, County Counsel and the Board of Supervisors is needed.

WTPAC was in concurrence to recommend the rate increase.

g) Pine Needle Pick Up – Discuss issues to continue service

See above discussion in Solid Waste Management, item f, associated with inclusion of pine needle pick-up within the proposed Waste Management Contract.

h) Hazardous Waste Pick Up – Discuss Prior Service

See discussion in Solid Waste Management, item f.

i) Large Item Pick Up – Discuss Prior Service

See discussion in item f, Solid Waste Management, and will continue.

j) Redistricting – Rosemarie Smallcombe, District 1

Rosemarie Smallcombe, Mariposa County District 1 Supervisor re-introduced herself and expressed her desire to continue working closely with Wawona residents.

Williams - As discussed in the October 2021 meeting, noted the changes in population figures from 2010 to 2020 which necessitated Supervisorial District boundary re-alignment. District 1 now is represented by Smallcombe and includes all of Yosemite National Park, Fish Camp, Wawona, Yosemite West, Foresta, El Portal, and Midpines. She talked about 2020 Census Communities of Interest input.

k) Update on Wawona Ambulance Bay – Receive Update from District Supervisor

Smallcombe described what she and the county have done to pursue federal funding for the project. Requested \$350,000. She has continued the legislative discussion with Congressional Representatives. She recently learned the \$350,000 project was dropped from bill for funding, and, there was little interest to re-introduce the bill as a line-item budget item.

Andrews provided additional information from NPS efforts to move the project forward, and the concept now appears to move the ambulance bay adjacent to the Wawona Fire Station. The location is a better fit for ambulance needs and access.

Meyer - There is no ability to access the 2020 Great American Outdoors Act funds, as the Act stipulates the funds are only available for repairs and maintenance backlogs, not new construction.

Discussions will continue for other grant funding potentials.

6.Review NPS/County MOU for Wawona – Provide Recommendation for Changes

Williams - The current MOU was signed in 2016 and is expired. She described provisions and the proposed language for reviewing and amending.

She also commented that, to do a good review, the specific MOUs referenced - LE, Fire, EMS, etc. should be reviewed. They are available through the Mariposa County Web site.

Rick Jacobson had many specific questions regarding Article III, Statement of work, Sec B. concerning water, use and availability to the community. He felt the language changes and suggestions by the park constituted a significant change and spirit by the Park Service. His question generated multiple other questions and began an extended discussion of what Section B.2 intent and the changes mean.

- What are the funding issues
- What are the specific reasons for the amendment changes
- This should be a give and take discussion by the Park, County and residents.
- What are water rights in Wawona
- What is the responsibility by the Park to provide water
- What is the actual water capacity
- Why would the County support this language

Meyer indicated the water capacity is not there in the long picture due to multiple factors of weather and climate changes. The Park does not have the capacity to provide "will serve" notices to be included in the Park water service. Low water flow in the South Fork of the Merced during late summer and drought drives the Park's decision. The drought of 2015, and subsequent low flow of the River triggered water conservation measures.

After an extended discussion it was moved by the Soulanille, second by Wuchner, to send the MOU issues back to the County staff with modification to text in Article III.B.2 to read as follows:

Provide a potable water system for existing previously connected Yosemite National Park water service accounts in Wawona, Section 35, provided water is available. *(NOTE: remainder of proposed text to be stricken)*

7. Accessory and Secondary Dwelling Units in Wawona

Smallcombe presented at length the countywide issue of "short term rental" units vs. single-family units or multiple dwelling rental units. This is a State, National and actually worldwide problem reaching into the billions of dollars. There are many questions at the Board at the rapid rise of vacation rental units. Consequently, the county is considering implementing a temporary moratorium of granting vacation rental approvals.

The key concern is how to attract and maintain affordable housing for employees of the County, the park, concessioner, and other commercial and tourist businesses.

Current vacation rentals will be grandfathered into the future discussions and decisions. More information will be provided in the near future.

8. WTPAC Election of Officers (annual requirement) – Elect Chair, Vice Chair and Secretary

- Spindler will continue as Chair Person
- Mee will continue as Vice Chair
- Wuchner will continue as Secretary

Eight positions remain open.

9. Information and Report Items

a) Supervisor, District V

Pleased to be Wawona Representative and to assist the Wawona community. She encouraged interested community members to apply to the County for one of the vacant WTPAC positions.

b) Planning Commissioner, District V

Not in attendance as had Planning Commission meeting this morning.

c) Wawona District Ranger

- Reported on the continued fuels reduction work within the community and the planned fall burning along the north perimeter of the Washburn Fire.
- Two vacant permanent LE Ranger slots have been filled, and an additional slot perhaps later in the fall.

Adjournment

Final comments:

- P. Sischo expressed the need for an additional WTPAC meeting in April 2023.
- Coordinating the timing of WTPAC and WAPOA meeting is an efficient use of time and generates more attendance to WTPAC.
- Motion by Soulanille to adjourn, second by Koubek. Motion passed unanimously.

Spindler adjourned the meeting at 1:30 p.m.

DRAFT Minutes by Gary Wuchner

Sarah Williams

To: WTPAC File
Subject: FW: WTPAC October 7th meeting public input Item 6.

From: Barry Perkins <wm.barry.perkins@gmail.com>
Sent: Wednesday, October 5, 2022 3:50 PM
To: Carol Suggs <csuggs@mariposacounty.org>
Subject: WTPAC October 7th meeting public input Item 6.

You don't often get email from wm.barry.perkins@gmail.com. [Learn why this is important](#)

Thanks for distributing the below as appropriate! Please confirm receipt.

Dear WTPAC Committee Members and Wawona Stakeholders:

After reviewing the agenda packet for this topic, I would like to take the opportunity to offer the following input for your consideration.

During the original town plan creation and subsequent update, any reasonable person and lover of Wawona would easily comprehend the infrastructure and environmental concerns highlighted, which prohibited secondary dwelling units on lots in Wawona back then.

At those times however, ADUs and JADUs in their current California iteration were not yet defined. Its fair to say that all ADUs are secondary dwelling units, but all secondary dwelling units are definitely not ADUs. I believe the second "single family dwelling" concept was actually what was contemplated for that earlier prohibition.

In contrast to a second large 3 & 2 or 2 & 1 single family residence or full size stand alone ADU even, Id like to propose that a maximum 500 square foot Junior Accessory Unit (JADU) be the middle common ground incremental consideration to address housing availability in Wawona consistent with State Law, while maintaining our current desirable residential character and level of environmental stewardship.

Im of the understanding that JADUs are only allowed within the footprint of permitted structures, and in all cases are eligible to utilize the main structure's bathroom thereby potentially avoiding additional water connections with respect to sanitation. Additionally, existing connections can be utilized to the maximum extent possible with minimal impact. Low flow retrofits could also be employed in the main structure to reduce net increases in water usage that a small JADU kitchen sink might bring for example.

Perhaps JADUs could be allowed under a discretionary permit application on a case by case basis, perhaps giving increased consideration to adequately sized parcels that have mitigated or minimized most if not all issues.

In effect removing the prohibition of JADUs in Wawona doesnt seem to add any stigma that creating major planning amendments might bring, but instead brings our Community partway into compliance with every other area in Mariposa County as intended by State Law.

Much has changed in Wawona since 1987. In fact, a recent upgrade to the sewer system published that one of the goals was to increase capacity to serve the build out of the remaining undeveloped parcels in Wawona. At some point services and circulation must have been deemed by the NPS as adequate for this goal to be utilized for their justification of the substantial funding and system upgrade! Right?

This is a complex issue that I hope won't be dismissed out of hand, but instead I propose that a subcommittee or taskforce be assembled to study the implications and virtues of allowing JADUs in our community. I am willing to contribute to this effort and work closely with all stakeholders and interested members of the community.

On behalf of myself, my wife and our two adult children currently living at home during graduate school programs in a very prohibitive first time housing market, thank you for your thoughtful consideration.

Wm. Barry and Sarah Perkins
Owners 8039 and 8037 KH Wawona
831-915-6473



MARIPOSA PLANNING

COUNTY OF MARIPOSA

5100 BULLION STREET • POST OFFICE BOX 2039

MARIPOSA, CALIFORNIA 95338-2039

209 . 966 . 5151 • FAX 209 . 742 . 5024

Sarah Williams, Director
swilliams@mariposacounty.org

MEMORANDUM

Date: October 6, 2022
To: Wawona Town Planning Advisory Committee (WTPAC)
From: Sarah Williams, Director
Topic: Water Systems and Connections in Wawona

At the WTPAC meeting in 2021, there was discussion about conducting a study of community systems (water systems and sewer system) in Wawona. As a result of that discussion, I asked our GIS (Geographic Information System) staff to compile information about the systems, including the NPS water system.

Based on information contained in the email communications with NPS, where the information was provided to staff, we are not releasing the details regarding the customers/meter locations for the water systems. We need to have additional conversations with NPS, as we don't want to release confidential information.

Here is a summary of information from those records:

- 511 total parcels in Wawona (information from Mariposa County Assessor's Office)
- 165 parcels owned by Yosemite National Park (32% of all parcels)
- 126 active water meters (data from Yosemite National Park)
- 99 parcels have an active meter (18% of all parcels) (some parcels have more than one active meter)
- 233 parcels have \$0 improvement value (45% of all parcels) (meaning parcels are undeveloped)
- 278 Parcels have > \$0 improvement values (54% of all parcels) (meaning parcels have some development)
- Mariposa County Environmental Health has started identifying APNs without an active water meter. So far they have identified 8 parcels that have wells. Their work will continue.

Mariposa County has also conducted research on CA Drinking Water Systems (water systems regulated by the state). Those on the CA Waterboard website in Wawona include:

- Camp Chilnualna Water System (7940 Chilnualna Falls Road, Wawona)
- Camp Wawona Water System (8110 Forest Drive, Wawona)
- Yosemite NPS-Wawona (8104 Forest Drive, Wawona)
- North Wawona Park Mutual (8038 Chilnualna Falls Road, Wawona)
- Redwoods Main Water System (8038 Chilnualna Falls Road, Wawona)
- Redwoods 70's Water System (8038 Chilnualna Falls Road, Wawona)

CA Drinking Water Watch

Links

Water System Details

PS Code Transition

Water System Details

Water System Facilities

Monitoring Schedules

Monitoring Results

Monitoring Results By Analyte

Lead And Copper Sampling

Violations/Enforcement Actions

Site Visits

Consumer Confidence Reports

Lead Service Line Documents

Water System No. :	CA2203051	Federal Type :	NC
Water System Name :	CAMP WAWONA	State Type :	NC
Principal County Served :	MARIPOSA	Primary Source :	GW
Status :	A	Activity Date :	04-26-1984
Distribution System Classification :	NR	Max Treatment Plant Classification :	There are no treatment plants

Water System Contacts

Type	Address	Phone	Email - Web Address
Physical Location Contact	CA2203051-SEVEN DAY ADVENTIST CAMP 8110 FOREST D. WAWONA CA 95389	There is no phone	OFFICE@CAMPWAWONA.ORG There is no web address
Administrative Contact	8110 Forest Drive WAWONA CA 95389	209-375-6231	

Division of Drinking Water District / County Health Dept. Info

Return Links

Water System Search

County Map

Name	Phone	Email	Address
DISTRICT 11 - MERCED	559-447-3300	dwpdist11@waterboards.ca.gov	265 W. BULLARD AVE., SUITE 101 FRESNO CA 93720

Glossary

Annual Operating Periods & Population Served

Service Connections

Contact Info

Start Month	Start Day	End Month	End Day	Population Type	Population Served	Type	Count	Meter Type	Meter Size Measure
1	1	12	31	R	2				
1	1	12	31	T	220	AG	0	ME	0
						AG	0	UM	0
						CM	0	ME	0
						CM	0	UM	0
						IN	0	ME	0
						IN	0	UM	0
						RS	0	ME	0
						RS	33	UM	0

Sources of Water

Name	Type Code	Status
WELL 01 (TOP)	WL	A
WELL 02 (MIDDLE)	WL	A
WELL 03 - (BOTTOM) - PENDING	WL	I

Service Areas

Code	Name
T	OTHER TRANSIENT AREA

Water Purchases

Seller Water System No.	Water System Name	Seller Facility Type	Seller State Asgn ID No.	Buyer Facility Type	Buyer State Asgn ID No.
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Service Connections

IN	0	UM	0
RS	0	ME	0
RS	1	UM	0

Sources of Water

Name	Type Code	Status
WELL NO. 1	WL	A
WELL NO. 2	WL	A
WELL NO. 3 - INACTIVE	WL	I
WELL NO. 4	WL	I

Service Areas

Code	Name
T	RECREATION AREA

Water Purchases

Seller Water System No.	Water System Name	Seller Facility Type	Seller State Asgn ID No.	Buyer Facility Type	Buyer State Asgn ID No.
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CA Drinking Water Watch

Links

- PS Code Transition
- Water System Details
- Water System Facilities
- Monitoring Schedules
- Monitoring Results
- Monitoring Results By Analyte
- Lead And Copper Sampling
- Violations/Enforcement Actions
- Site Visits
- Consumer Confidence Reports
- Lead Service Line Documents

Water System Details

Water System No. :	CA2210912	Federal Type :	NC
Water System Name :	NORTH WAWONA PARK MUTUAL (A SYSTEM)	State Type :	NC
Principal County Served :	MARIPOSA	Primary Source :	GW
Status :	A	Activity Date :	05-19-1992
Distribution System Classification :	D1	Max Treatment Plant Classification :	There are no treatment plants

Water System Contacts

Type	Address	Phone	Email - Web Address
Physical Location Contact	CA2210912-NORTH WAWONA PARK MUTUAL (A SY 8038 Chilnualna Falls Road WAWONA CA 95389	There is no phone	There is no email address There is no web address
Administrative Contact	P.O. BOX 2085 WAWONA CA 95389	888-623-6871	FRANK@REDWOODSINYOSEMITE.COM

Return Links

Division of Drinking Water District / County Health Dept. Info

- Water System Search
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Name	Phone	Email	Address
DISTRICT 11 - MERCED	559-447-3300	dwpdist11@waterboards.ca.gov	265 W. BULLARD AVE., SUITE 101 FRESNO CA 93720

Glossary

Annual Operating Periods & Population Served

Service Connections

Contact Info

Start Month	Start Day	End Month	End Day	Population Type	Population Served
1	1	12	31	T	28

Type	Count	Meter Type	Meter Size Measure
AG	0	ME	0
AG	0	UM	0
CM	1	ME	0
CM	0	UM	0
IN	0	ME	0
IN	0	UM	0
RS	27	ME	0
RS	0	UM	0

Sources of Water

Service Areas

Name	Type Code	Status
WELL 04	WL	A
WELL 01 - DESTROYED	WL	I
WELL 02 - INACTIVE	WL	I
WELL 03 - DESTROYED	WL	I

Code	Name
R	RESIDENTIAL AREA

Water Purchases

Seller Water System No.	Water System Name	Seller Facility Type	Seller State Asgn ID No.	Buyer Facility Type	Buyer State Asgn ID No.
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CA Drinking Water Watch

Links

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- Site Visits
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- Lead Service Line Documents

Water System Details

Water System No. :	CA2210915	Federal Type :	NC
Water System Name :	REDWOODS MAIN WATER SYSTEM	State Type :	NC
Principal County Served :	MARIPOSA	Primary Source :	GW
Status :	A	Activity Date :	05-19-1992
Distribution System Classification :	D1	Max Treatment Plant Classification :	There are no treatment plants

Water System Contacts

Type	Address	Phone	Email - Web Address
Physical Location Contact	CA2210915-REDWOODS MAIN WATER SYSTEM 8038 CHILNUALNA FALLS RD. WAWONA STATION CA 95389	There is no phone	There is no email address There is no web address
Administrative Contact	P.O. BOX 2085 WAWONA CA 95389	888-623-6871	FRANK@REDWOODSINYOSEMITE.COM

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Annual Operating Periods & Population Served

Start Month	Start Day	End Month	End Day	Population Type	Population Served
1	1	12	31	T	93

Service Connections

Type	Count	Meter Type	Meter Size Measure
AG	0	ME	0
AG	0	UM	0
CM	0	ME	0
CM	0	UM	0
IN	0	ME	0
IN	0	UM	0
RS	0	ME	0
RS	33	UM	0

Sources of Water

Service Areas

Name	Type Code	Status
WELL 01	WL	A

Code	Name
R	RESIDENTIAL AREA

Water Purchases

Seller Water System No.	Water System Name	Seller Facility Type	Seller State Asgn ID No.	Buyer Facility Type	Buyer State Asgn ID No.
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Water System Details

Water System No. :	CA2210928	Federal Type :	NC
Water System Name :	REDWOODS 70'S WATER SYSTEM	State Type :	NC
Principal County Served :	MARIPOSA	Primary Source :	GW
Status :	A	Activity Date :	03-04-1994
Distribution System Classification :	D1	Max Treatment Plant Classification :	There are no treatment plants

Water System Contacts

Type	Address	Phone	Email - Web Address
Physical Location Contact	CA2210928- REDWOODS 70'S WATER SYSTEM 8038 Chilnualna Falls Road WAWONA CA 95389	There is no phone	There is no email address There is no web address
Administrative Contact	P.O. BOX 2085 WAWONA CA 95389	888-623-6871	FRANK@REDWOODSINYOSEMITE.COM

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Service Connections

Contact Info

Start Month	Start Day	End Month	End Day	Population Type	Population Served
1	1	12	31	T	36

Type	Count	Meter Type	Meter Size Measure
AG	0	ME	0
AG	0	UM	0
CM	0	ME	0
CM	0	UM	0
IN	0	ME	0
IN	0	UM	0
RS	0	ME	0
RS	13	UM	0

Sources of Water

Service Areas

Name	Type Code	Status
WELL 01	WL	A
WELL 2	WL	A

Code	Name
T	OTHER TRANSIENT AREA

Water Purchases

Seller Water System No.	Water System Name	Seller Facility Type	Seller State Asgn ID No.	Buyer Facility Type	Buyer State Asgn ID No.
-------------------------------	-------------------	----------------------------	-----------------------------	---------------------------	----------------------------

Start Month	Start Day	End Month	End Day	Population Type	Population Served	Type	Count	Meter Type	Meter Size Measure
1	1	12	31	R	150				
						AG	0	ME	0
						AG	0	UM	0
						CM	5	ME	0
						CM	0	UM	0
						IN	0	ME	0
						IN	0	UM	0
						RS	145	ME	0

Sources of Water

Name	Type Code	Status
SOUTH FORK MERCED RIVER - RAW	IN	A

Service Areas

Code	Name
R	RESIDENTIAL AREA

Water Purchases

Seller Water System No.	Water System Name	Seller Facility Type	Seller State Asgn ID No.	Buyer Facility Type	Buyer State Asgn ID No.
----------------------------------	-------------------	----------------------------	-----------------------------	---------------------------	----------------------------

Wawona County Service Area 2-W Solid Waste Disposal Service Rates Informational Summary

What is included in the proposed contract and fee structure?

- New refuse and recycling collection rates
- Funding for Pine Needle Cleanup*
- Funding for Bulky Item Collection*
- Funding for Administrative/Billing/Insurance Services – Public Works, Fiscal Division*
- *Funding for Contract Oversight and Enforcement – Public Works, Solid Waste and Recycling Division**
- *Extra Material Charge of \$50.00 per cubic yard for solid waste not placed into bins – payable by District*
- *Performance Fee of \$10.00 per bin per day for uncollected bins after scheduled collection day – payable to District*
- *Twenty-one (21) trash bins and seven (7) recycle bins*
- *Annual CPI Adjustment*
- **Franchise fee*
- *Pricing for placement of additional bins*

What is not included?

- Separate Fee Structures for residential and commercial customers
- Separate Fee Structures for permanent residences and short-term vacation rentals
- Permanent placement of additional trash bins
- Special services (HHW collection, E-Waste Collection, CRV Recycling)

Proposed County Policies and Procedures

- Annual rate increase in accordance with CPI adjustment
- Annual recalculation of the Quarterly Fee based on the average number of payors over a twelve (12) month period
- Annual Audit of developed properties versus billed properties

How did we arrive at the proposed fee?

2022 Rate Payors	256
2022 Quarterly Rate/Payor	\$ 96.50

Seven Year Average of Special Project Costs

Fiscal Year	Pine Needle Pick Up	Bulky Item Pick Up	Equipment Rental
FY20-21	\$19,889.00	\$476.00	\$0.00
FY19-20	\$13,965.00	\$710.00	\$0.00
FY18-19	\$8,437.00	\$0.00	\$3,823.00
FY17-18	\$25,173.00	\$645.00	\$10,433.00
FY16-17	\$10,885.00	\$756.00	\$1,765.00
FY15-16	\$10,063.00	\$760.00	\$3,604.00
FY14-15	\$8,446.00	\$760.00	\$2,940.00
	\$96,858.00	\$4,107.00	\$22,565.00
Average Cost:	\$13,836.86	\$586.71	\$3,223.57

Itemized Proposed Fee Structure Calculation

Service	Annual Costs	Monthly Costs	Quarterly/Payor
Trash Collection (Recology)	\$ 118,989.24	\$ 9,915.77	\$ 116.20
Pine Needle Cleanup	\$ 17,060.43	\$ 1,421.70	\$ 16.66
Bulky Item Event	\$ 586.71	\$ 48.89	\$ 0.57
Admin./Insurance/Billing	\$ 5,000.00	\$ 416.67	\$ 4.88
Solid Waste Division	\$ 1,200.00	\$ 100.00	\$ 1.17
Total	\$ 142,836.38	\$ 11,903.03	\$ 139.49

Calculated Franchise Fee Rate	16.7%
Monthly Franchise Fee	\$ 1,987.26
Percentage Increase in Quarterly Fee	44.5%

Proposed Fee Structure Analysis

2013 Rate Payors	289
2018 Quarterly Rate/Payor	\$ 96.50

Wawona Quarterly Fee Structure			
Service	Proposed	Current (2017/2018)	% Change
Trash Collection (Recology)	\$ 116.20	\$ 79.50	46.2%
Pine Needle Cleanup w/Equipment	\$ 16.66	\$ 8.00	108.3%
Bulky Item Drop-Off Event	\$ 0.57	\$ 1.50	-61.8%
Admin./Insurance/Billing	\$ 4.88	\$ 7.50	-34.9%
Solid Waste Division/Contract Oversight	\$ 1.17	\$ -	
Total	\$ 139.49	\$ 96.50	44.5%
Annual Revenue w/ 289 Payors	\$ 161,248.88	\$ 111,554.00	44.5%
Annual Revenue w/ 256 Payors	\$ 142,836.38	\$ 98,816.00	44.5%
Difference	\$ 18,412.50	\$ 12,738.00	44.5%
Adjusted Gross Increase (Rate Payors)	\$ 31,282.38		28.0%



MARIPOSA COUNTY

Public Works • (209) 966-5356



RESOLUTION - ACTION REQUESTED 2013-276

MEETING: June 25, 2013

TO: The Board of Supervisors

FROM: Peter Rei, Public Works Director

RE: Public Hearing to Approve a Rate Increase for Solid Waste Removal Services in Wawona

RECOMMENDATION AND JUSTIFICATION:

Public Hearing to Approve Annual Rate Increases for Solid Waste Removal Services in the Wawona County Service Area (CSA) 2-W beginning July 1, 2013 and ending June 30, 2018.

Current Situation

In January 2009 the Board approved the current rate structure for Solid Waste Disposal Services for CSA 2-W in Wawona. Per Board Resolution 2009-16. Wawona residents currently pay a quarterly fee of \$71.25 (\$23.75 per month) for solid waste disposal services. These services include pickup of trash in community dumpsters by Total Waste Services Inc. (TWS), pine needle pickup in the spring by County staff and bulky item pickup in September each year by County staff. It has become evident that the current rate structure of \$71.25 per quarter is no longer collecting enough funds to cover the cost for all of the services provided to this Service Area.

Rate increase request by TWS

On April 29, 2013 the County received a letter from TWS requesting a rate increase for providing Solid Waste Removal Services to the Wawona County Service Area 2-W. Section 12 of the Solid Waste Handling Agreement between TWS and the County allows TWS to request a yearly rate increase that is no more than the Consumer Price Index (CPI). TWS is requesting an increase of \$2.00 per unit per month which would increase the monthly charge for services from the current rate of \$21.50 per unit per month to \$23.50 per unit per month. This increase is based on the cumulative four year total increase in the CPI from 2009 to 2013. This is the first request from TWS to increase their rates since the Board approved the current rate of \$21.50 in January 2009.

Staff has reviewed the request from TWS and their Consumer Price Index information which accompanied it and finds the request is consistent with the Solid Waste Handling Agreement

provisions.

Proposed increase in County administration cost from \$2.25 per month to \$2.50

The County currently charges a \$2.25 per month administrative fee to receive and process the payments from each of the Wawona households that are provided solid waste services. Staff are proposing a \$0.25 increase to this monthly fee. If approved, the monthly administrative fee will rise to \$2.50 per month to offset the increase in County costs over the past four years to process these payments and administer the programs.

Proposed rate increase for cost of pine needle pickup and bulky item pickup

Since January 2009 the County has been providing the residents of the Wawona CSA 2-W with a yearly opportunity to pile their pine needles at the curb in front of their house and have them picked up by the County as part of the overall monthly fee that they pay for solid waste services. In addition, the residents are allowed to put out one bulky item (couch, refrigerator etc.) each September that is picked up and disposed of by the County as part of the same monthly fee. In the 2012/13 fiscal year the total amount paid by Wawona residents for solid waste services was insufficient to cover the cost of the contract with TWS and the additional cost of providing the pine needle and bulky item pickup services.

Summary of proposed rate changes

Staff has estimated the cost of continuing to provide all existing services to Wawona CSA 2-W for the fiscal years 2013/14 through 2017/18 and have proposed a rate schedule to show the costs of continuing to provide these services. The proposed rate schedule for fiscal years 2013/14 through 2017/18 is shown in the attached spreadsheet and includes the cost of the TWS trash pickup, the cost of the pine needle pickup and the cost of the bulky item pickup in the proposed monthly bill.

An example for 2013/14 is as follows:

	Current	2012/13	2013/14 Proposed
Total Waste trash pickup cost	\$64.50 per quarter		\$70.50 per quarter
County Administration cost	\$ 6.75 per quarter		\$ 7.50 per quarter
Pine Needle pickup cost	Included		\$ 7.00 per quarter
<u>Bulky Item pickup cost</u>	<u>Included</u>		<u>\$ 1.50 per quarter</u>
Total cost per household	\$71.25 per quarter		\$86.50 per quarter

Proposed rates in future years

If approved by the Board the next five fiscal years rates would be as follows:

2013/14	\$86.50 per quarter
2014/15	\$89.00 per quarter
2015/16	\$91.50 per quarter
2016/17	\$94.00 per quarter
2017/18	\$96.50 per quarter

Consideration by the Wawona Town Planning Advisory Committee (WTPAC)

At their Saturday May 18, 2013 meeting, the WTPAC approved the proposed rate increases for 2013/14 through 2017/18 by a 5-0 vote.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to not increase the rates. This would mean that other sources of funding would need to augment the quarterly payments made by the members of CSA 2-W and/or the services would need to be reduced.

Alternatively, the Board could choose to direct staff to work with the residents to find another way to manage their solid waste disposal needs.

ATTACHMENTS:

Letter from TWS Dated April 29, 2013 (PDF)
Minute Order Dated January 13, 2009 (PDF)
Wawona CSD Fee Structure (PDF)
Public Hearing Notice-Wawona Solid Waste Fee Increase (PDF)

CAO RECOMMENDATION

Requested Action Recommended


Rick Benson, County Administrator/Office

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: John Carrier, District V Supervisor

SECONDER: Merlin Jones, District II Supervisor

AYES: Stetson, Jones, Bibby, Cann, Carrier

MARIPOSA COUNTY TOTAL WASTE SYSTEMS, INC.

c/o Stuart H. Katte
4 Cedar Lane
Elkhart Lake, WI 53020-1960
phone/fax 920-876-2718
cell 707-479-0005
April 29, 2013

Peter Rei, Director
Mariposa DPW
4639 Ben Hur Road
Mariposa, CA 95338

RE: Wawona County Service Area 2-W
Solid Waste Handling Agreement

Dear Peter:

Section 12 of the captioned agreement sets forth the calculations for annual rate adjustments in the captioned contract based upon the CPI. The CPI to be used is the one for All Urban Consumers, U.S. City Average, All items (1982-84=100).

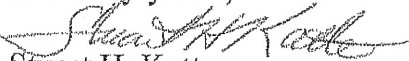
The current rate for collection is \$21.50 per unit. This was the rate established in February, 2009. We are now requesting that the monthly per unit rate be increased to \$23.50. This is based upon the CPI increase from February, 2009 to February, 2013. According to the Agreement this rate would be effective January 1, 2014.

I have calculated the CPI increase during the period mentioned above to be 9.41%. This actually calculates out to a new rate of \$23.52 per unit but for ease in calculating the quarterly bills, I would propose we establish a rate of \$23.50 per month, per unit.

Enclosed is the table from the CPI data base that I used in my calculations.

Please feel free to call me with any questions you have regarding our request.

Sincerely yours,


Stuart H. Katte

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Data extracted on: April 19, 2013 (6:17:51 PM)

Consumer Price Index - All Urban Consumers

Series Id: CUUR0000SA0
Not Seasonally Adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

Download:

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Year	Feb
2009	212.193
2010	216.741
2011	221.309
2012	227.663
2013	232.166

12

Month
Percent
Change

Series Id: CUUR0000SA0
Not Seasonally Adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

Download:

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Year	Feb
2009	0.2
2010	2.1
2011	2.1
2012	2.9
2013	2.0

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COUNTY of MARIPOSA

P.O. Box 784, Mariposa, CA 95338 (209) 966-3222

BRAD ABORN, CHAIR
JANET BIBBY, VICE CHAIR
LYLE TURPIN
KEVIN CANN
JIM ALLEN

DISTRICT I
DISTRICT II
DISTRICT III
DISTRICT IV
DISTRICT V



JAN 13 2009
MARIPOSA COUNTY
CLERK OF THE BOARD

MARIPOSA COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

TO: DANA HERTFELDER, Public Works Director
FROM: MARGIE WILLIAMS, Clerk of the Board
SUBJECT: PUBLIC HEARING to Consider a Proposed Increase for Solid Waste Removal Services in the Wawona County Service Area (CSA) 2-W

RESOLUTION 09-16

THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, CALIFORNIA

ADOPTED THIS Order on January 13, 2009

ACTION AND VOTE:

10:15 a.m. PUBLIC HEARING to Consider a Proposed Increase for Solid Waste Removal Services in the Wawona County Service Area (CSA) 2-W

BOARD ACTION: Dana Hertfelder presented the staff report; and he advised that sixty cents is held out of the \$15.00 rate to cover administrative costs and the balance of \$14.40 is paid to Total Waste Systems (TWS) for solid waste collected and disposal services and this rate has not been increased since 1999. He reviewed the history of the rate increase discussions, and he advised that one letter was received in opposition to the proposed increase. Supervisor Allen advised that he received one letter and two emails opposing the proposed increase, and he advised that the Wawona Committee voted to accept the increase and he thanked everyone for attending the meeting in Wawona on Saturday. Dana Hertfelder responded to questions from the Board relative to including a CPI increase in the new contract with TWS; and relative to the original contract with TWS and subsequent extensions and the plan for the new contract. Dana Hertfelder recommended that the fee increase be effective February 1, 2009. The public portion of the hearing was opened and there was no public input. The public portion of the hearing was closed and the Board commenced with deliberations. (M)Bibby, (S)Cann, Res. 09-16 was adopted approving the recommended rate increase to \$23.75 effective February 1, 2009/Ayes: Unanimous. The hearing was closed.

Cc: Mary Hodson, Deputy CAO
Chris Ebbe, Auditor
Jeff Green, Interim County Counsel
File

WAWONA FEE STRUCTURE
FY 13/14 - 17/18

	TRASH PER QTR	ANNUAL COST FOR PINE NEEDLE PICKUP	PINE NEEDLE COST PER QTR	ANNUAL COST FOR BULKY ITEM PICKUP	BULKY ITEMS COST PER QTR	TOTAL COST PER QTR
FY 13/14	\$ 78.00	\$8,100.00	\$ 7.00	\$1,600.00	\$ 1.50	\$ 86.50
FY 14/15	\$ 80.25	\$8,325.00	\$ 7.25	\$1,650.00	\$ 1.50	\$ 89.00
FY 15/16	\$ 82.50	\$8,550.00	\$ 7.50	\$1,700.00	\$ 1.50	\$ 91.50
FY 16/17	\$ 84.75	\$8,775.00	\$ 7.75	\$1,750.00	\$ 1.50	\$ 94.00
FY 17/18	\$ 87.00	\$9,000.00	\$ 8.00	\$1,800.00	\$ 1.50	\$ 96.50

*Please note that increases are based on a 2.5% annual Consumer Price Index (CPI)

**All fees have been rounded up to the nearest quarter dollar

PUBLIC HEARING NOTICE

On Tuesday, June 25, 2013 at 2:30 p.m. the Mariposa County Board of Supervisors will conduct a public hearing in the Board Chambers of the Government Center at 5100 Bullion Street, Mariposa, California, to consider a proposed rate increase for fees charged for solid waste removal services in the Wawona County Service Area (CSA) 2-W.

Any member of the general public may appear at the hearing and be heard or provide written input. You may also mail a letter to the Clerk of the Board (P. O. Box 784, Mariposa, California, 95338) stating your opinions that will be included as part of the public hearing.

Information on the proposed fees is available at the Public Works Department, 4639 Ben Hur Road, Mariposa, CA, 95338, phone number (209) 966-5356.

Peter M. Rei
Public Works Director

Publication dates: 5/30/13 and 6/6/13

COUNTY OF MARIPOSA

WAWONA COUNTY SERVICE AREA 2-W

SOLID WASTE HANDLING AGREEMENT

THIS AGREEMENT is made and executed as of this 11 day of February, 1999 by and between the County of Mariposa, a political subdivision of the State of California (Government Code § 23000), hereinafter referred to as "County," and Mariposa County Total Waste Systems, Inc., a California corporation, hereinafter referred to as "Collector."

WITNESSETH:

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989, Public Resources Code §§ 40000 et seq. ("AB 939"), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdictions, and

WHEREAS, pursuant to California Public Resources Code § 40059(a)(1), the Board of Supervisors of Mariposa County has determined that the public health, safety and well-being require that an exclusive franchise be awarded to a qualified solid waste enterprise for the collection and recovery of solid waste from the community of Wawona, and

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

WHEREAS, the Collector or its predecessors have for many years performed service within the County of Mariposa in the collection, removal and disposal of solid waste, more particularly in the vicinity of the community of Wawona.

WHEREAS, it appears that Collector has satisfactorily performed such services in a businesslike manner, and

WHEREAS, the County and Collector now desire to enter into this Agreement which shall govern the rights and duties of the parties with regard to solid waste in the territory hereinafter identified,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed as follows:

SECTION 1 - GENERAL PROVISIONS. The definitions and provisions of the Mariposa County Code, Chapter 8.36, "Solid Waste Disposal", as amended from time to time shall apply to this Agreement. If any conflict between the wording of this Agreement and County Code should exist, the more stringent interpretation shall apply.

SECTION 2 - SERVICE AREA. This Agreement shall apply only to the territory of the County, known as Wawona County Service Area 2-W, which is described in Exhibit "A" attached hereto and incorporated herein, hereinafter referred to as "Service Area".

SECTION 3 - TERM. The term of this Agreement shall be for five (5) years from the date hereof. On the anniversary date each year, the term shall be extended automatically for another year, unless either party gives written notice to the other party that such extension shall not occur. Execution of this Agreement by Collector acknowledges formal notice to Collector from County that any and all "continuation rights" Collector has to collect waste in the Service Area shall cease at the end of the first five (5) year term of this Agreement pursuant to California Public Resources Code §§ 49520, et. seq. County, in its sole discretion, may agree with Collector to extend the term of this Agreement for an additional five (5) year period. Should County desire to extend the term of this Agreement, County shall notify Collector, in writing, on or before one hundred eighty (180) days prior to expiration of the initial term of this Agreement.

SECTION 4 - PERFORMANCE. Collector shall, during the term of this Agreement and any extension thereof, perform all services required of it by the provisions of the Mariposa County Code relating to solid waste collection in the Service Area.

Collector undertakes and agrees, in accordance with the terms and conditions herein contained, to provide comprehensive Solid Waste Collection Services comprised of furnishing the necessary labor, vehicles, equipment, and facilities to provide such services to the Service Area.

Collector shall conduct its solid waste collection business in the County in compliance with all sanitation regulations, health laws, and ordinances which County now has in force or which may be adopted at any time during the term of this Agreement or any extension hereof, and in accordance with State and Federal law, as amended from time to time, and good business practices and methods customary in such line of business, and shall receive, collect, remove and dispose of all solid waste offered to it for disposal from within the specified territory, when tendered in bear-proof bins used for such purpose and approved by County, and when presented in a convenient disposal location. Collector 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 6:00 a.m. or continue after 7:00 p.m., one (1) day per week, or more often, as needed. Collector 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. Collector shall be responsible for picking up litter adjacent to said bins. Collector is required to provide an adequate number of (4 yard or larger, if required by County) bear-proof bins at locations

approved by property owners and National Park Service; to be kept in clean, leak-proof condition.

Collector shall have all disposal trucks inspected as required by the California Highway Patrol for safety. Reports shall be submitted to the County Public Works Director. County shall have the right to inspect trucks and recommend safety and appearance improvements.

If, during the initial or any extended term of this Agreement, County shall require a change in the method of collection, Collector shall comply with the change or changes required by County and will negotiate in good faith with County to reach an agreed upon rate to accommodate the change or changes. If the parties are unable to reach agreement on a fair collection rate, the method described in Section 13 below shall govern regarding the setting of the rates.

SECTION 5 - GRANT OF FRANCHISE. Collector is hereby granted the exclusive right (Franchise) to collect solid waste from residential customers and business customers in the Service Area, and the exclusive right to offer debris box rental within the Service Area.

SECTION 6 - FRANCHISE FEE. Commencing on July 31, 2000, and on or before July 31, of each year thereafter, Collector shall pay County, as a monetary consideration (the "Franchise Fee"), a sum equal to ten percent (10%) of the previous years' Service Area solid waste collection fee gross receipts. County shall pay Collector, on a quarterly basis, commencing April 1, 1999, and thereafter on the 1st day of April, July, October, and January each year, the amount County bills residents of Service Area. The fee described herein shall be deducted from the payments due Collector from County. This fee is in consideration of the exclusive right to operate within the Service Area as well as County agreeing to collect the fees from Collector's customers and County dealing with delinquent, unpaid accounts.

SECTION 7 - PERFORMANCE BOND. Collector, at its sole expense, shall provide County with a performance bond, to the satisfaction of County, in favor of County in an amount of not less than One Hundred Thousand Dollars (\$100,000) to insure faithful performance of its services herein.

SECTION 8 - TERMINATION FOR NON-PERFORMANCE. If Collector fails, refuses, or neglects to comply with any of the terms hereof or any laws, ordinances or regulations referred to herein, or defaults under any provision of this Agreement, for a period of thirty (30) days after having been notified thereof by County, upon at least ten (10) days written notice to Collector, County shall be entitled to terminate this Agreement. Such remedy shall not be deemed an election and shall be in addition to any and all rights and remedies against Collector which County may have by law or hereunder, or any rights County may have pursuant to Section 21 below.

SECTION 9 - COLLECTOR'S INSURANCE. Collector shall not commence work until it has obtained all of the insurance required herein and certificates of insurance have been submitted to County for approval by County. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be cancelled until at least twenty (20) days prior

written notice has been given to County. Collector shall not commence work under this Agreement until it has delivered to County an "Additional Insured Endorsement" naming County, its officers, employees and agents as additional insured under each of the aforesaid policies in this Section. Any failure of Collector to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the entire Agreement. Certificates evidencing the issuance of the following insurance shall be filed with County within ten (10) days after the date of execution of this Agreement by Contractor. The insurance required is as follows:

Collector shall produce and maintain, at Collector's own expense during the term hereof, Workers' Compensation Insurance for all of its employees to be engaged in work.

Collector shall produce and maintain, at Collector's own expense, during the term hereof, Comprehensive Public Liability Insurance, both bodily injury, and property damage, in an amount of not less than Three Million Dollars (\$3,000,000) combined single limit coverage per occurrence, which shall include, endorsements for the following coverages: personal injury, premises operations, products and completed operations, explosion hazard, blanket contractual, and independent contractors' liability.

Collector shall procure and maintain at Collector's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles, used in connection with Collector's business in an amount not less than Ten Million Dollars (\$10,000,000) combined single limit coverage per occurrence.

SECTION 10 - HOLD HARMLESS/INDEMNITY. Collector shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liabilities for damages, including attorneys' fees, and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of persons, including properties of County and injury to or death of County officials, employees of agents, arising out of, or alleged to arise out of, or resulting from or in any way connected with the Collector's operations hereunder or the performance of the work described herein, except to the extent such damage, loss, injury or death is caused by the negligence or willful misconduct of County.

Collector agrees, at its sole cost and expense, to defend, save and hold County, its officers, agents, and employees, free and harmless from any and all losses, claims, causes of action or administrative proceedings arising out of Collector's negligence, non-performance, alleged anti-trust, anti-competitive or unfair business practices, or in any way related to the activity of Collector pursuant to this Agreement or any extension hereof.

SECTION 11 - RIGHT OF INSPECTION. Collector hereby agrees that it will, whenever requested to do so, permit any inspector, appointed for such purposes by County, to accompany Collector in the course of collection, removal, or disposal of solid waste, and to inspect the manner in which collection, removal and disposal is made, and the size of any receptacles from

which such solid waste may be, or has been collected, and the amount of solid waste collected therefrom.

SECTION 12 - RATES FOR SERVICE. Rates for solid waste collection service shall be established by the Mariposa County Board of Supervisors in compliance with Resolution No. 98-412 as amended from time to time.

Rate increases shall not be considered by the Board of Supervisors more often than once in any one twelve (12) month period pursuant to State requirements relating to increase of fees for County Service Areas. Any proposals by Collector for a rate increase shall be received by County on or before May 1 of each year. Contractor shall have no authority to impose upon rate payers any charges over and above the rates as described in this Section 12.

SECTION 13 - SPECIAL RATE REVIEW. Collector may apply for consideration of a special rate review should events or circumstances arise which substantially affect the economic operation of Collector. Such an application will be considered if:

- 1) An event or circumstance occurs which was not reasonably foreseen, and is extraordinary and not an usual business risk of Collector, or
- 2) Changes in disposal methods or sites are mandated by any governmental authority having legal jurisdiction, or
- 3) It is necessary for Collector to make substantial change in operation or substantial capital investment in order to perform new or revised obligations under this Agreement.
- 4) Change in tip fee by Board of Supervisors at County Landfill.

If County and Collector do not agree upon a revised rate due to special circumstances, an agreed upon third party shall review Collector's rate proposal and County's position. The third party shall be a recognized expert in solid waste collection service costs and shall determine the fair rate accordingly. His/her decision shall be binding on both parties.

SECTION 14 - FRANCHISE TRANSFER.

A. The franchise granted by this Agreement shall not be transferred, sold, hypothecated, sublet or assigned, nor shall any of the rights or privileges herein be hypothecated, leased, assigned, 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 Collector, by act of Collector, without the prior written consent of County expressed by Resolution. Any attempt by Collector to assign this franchise without the consent of County shall be void.

B. County shall not unreasonably delay or withhold its consent to a transfer of the franchise granted by this Agreement. County may impose reasonable conditions of approval on any Agreement transfer.

C. The term assignment shall include any dissolution, merger, consolidation or other reorganization of Collector, which results in change of control of Collector, or the sale or other

transfer of a controlling percentage of Collector's capital stock to a person not a shareholder, immediate family member, management employee or principal of Collector or to an affiliate on the date of the execution of this Agreement.

D. County consent is required for any change in control of Collector. "Change in control" shall mean any sale, transfer, or acquisition of Collector. If Collector is a corporation, any acquisition of more than ten percent (10%) of Collector's voting stock by a person, or group of persons acting in concert, who already owns less than fifty percent (50%) of the voting stock, shall be deemed a change in control; provided, however, any transfer of ownership of any or all of the stock of Collector to an immediate family member, management, employees or principal of Collector shall not constitute a change in ownership.

E. Any change in control of Collector occurring without prior County approval shall constitute a material breach of this Agreement.

F. In the event Collector herein attempts to assign or subcontract this Agreement or any part hereof or any obligation hereunder, County shall have the right to elect to terminate this Agreement forthwith, without suit or other proceeding.

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

- 1) If Collector is or becomes insolvent, or makes an assignment for the benefit of creditors;
- 2) If Writ of Attachment or Execution is levied on this Agreement or other property of Collector such that would affect Collector's ability to perform its duties and obligations under this Agreement.
- 3) If in any proceeding to which Collector is a party, a Receiver is appointed with authority to take possession of Collector's property such that would affect Collector's ability to perform its duties and obligations under this Agreement;

H. County's consent to an assignment or change of control may be withheld if inter alia, the following conditions are not satisfied:

- 1) Collector shall give County at least ninety (90) days advance, written notice of the Collector's intent to sell, transfer or assign this Agreement. As part of that notice, the Collector shall provide to 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.
 - (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 Collector'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 Collector's transferee's rates under this Agreement. Further, however, nothing in this Agreement shall obligate County to treat any of said acquisition costs as an allowance 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 Collector's obligations hereunder, and, particularly, to be able to perform under this Agreement in a fashion that will assure County of complying with AB 939 and its SRRE.

3) Collector cannot be in default under any of the material terms and conditions hereof.

4) The transferee must be willing to, in writing, assume all of the obligations hereunder.

I. Any financial information and/or proprietary information obtained by County pursuant to this Section shall be treated as confidential and shall not be released to the general public.

SECTION 15 - BILLING. County shall, every three (3) months, mail or deliver to each affected customer a statement of account for services at the rates established as provided by this Agreement, plus County administrative charges. Collector shall mail a statement to County once every three (3) months for all customers serviced.

SECTION 16 - AB 939. Collector acknowledges that it is familiar with the requirements imposed by the California Integrated Waste Management Act of 1989, California Public Resources Code §§ 40000 et seq., as amended from time to time (commonly referred to as "AB 939"), and Collector agrees hereby to cooperate fully with County in meeting said requirements. County and Collector shall commit their best efforts toward complying with same.

During the term of this Agreement, Collector shall submit to County monthly, 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. Collector agrees to submit such reports and information on computer disks, or by modem, in format compatible with County's computers if requested by County. Collector agrees to render all reasonable cooperation and assistance to County in meeting the requirements of County's Source Reduction and Recycling Element and Non-Disposal Facility Element, and the Household Hazardous Waste Element.

SECTION 17 - USE OF MARIPOSA COUNTY LANDFILL. Collector shall use only those facilities designated by County from time to time as a disposal site for all solid waste collected in the Service Area. Unless further notified in writing, Collector shall use the Mariposa County Landfill.

SECTION 18 - DISPOSAL SITE FEES. Collector will be charged the established rates for the use of the County disposal site. Loads accepted from Collector at the disposal site will be weighed and billed monthly. Each Collector truck will be given an established tare weight. Collector shall mark each truck in such a manner that it is readily identifiable at the gatehouse doorway. County retains the option to convert volumes to cubic yards for billing purposes in the event of scale failure. County shall have the authority, at its sole discretion, to require Contractor's trucks to be weighed after dumping and before leaving the landfill.

SECTION 19 - DISPOSAL SITE OPERATIONS. Collector shall keep itself informed on and operate in accordance with current disposal site operations, including daily schedules, holidays, acceptable wastes, and routine unloading operations.

County agrees to provide Collector with reasonable access to the Mariposa County Landfill on all holidays on such terms and conditions as set by the County.

SECTION 20 - CUSTOMER COMPLAINTS. County shall notify Collector of all customer complaints received by County within twenty-four (24) hours and Collector shall investigate such complaints and within forty-eight (48) hours of receipt of complaint, report within seven (7) days to County the disposition of the complaint. If a complaint represents a serious health or safety threat, as determined by County, Collector shall immediately remedy the situation causing the health or safety threat.

SECTION 21 - BREACH OF CONTRACT. County finds, and Collector agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which will be incurred by County as a result of a material breach by Collector of its obligations under this Agreement. Accordingly, County may, in its discretion, assess liquidated damages not to exceed the sum of five hundred dollars (\$500) per day, for each calendar day that service is not provided by Collector in accordance with this Agreement. In addition, County may deduct the assessment from any payments due Collector from County hereunder, the termination of this Agreement, or both.

County finds, and Collector acknowledges and agrees that the above-described liquidated damages provisions represent a reasonable sum in light of all of the circumstances. Liquidated damages shall be applicable to each calendar day during which Collector has been found by County to be in default pursuant to this Section. Collector shall pay any liquidated damages assessed by County within ten (10) days after they are assessed. If they are not paid within the ten-day period, County may withdraw them from the bond required by this Agreement.

Upon receipt of written notice of termination by County, Collector shall deliver or otherwise make available to County all data, reports, estimates, summaries, and such other information and materials Collector may have accumulated in performing under this Agreement, whether completed or in progress.

Upon termination for breach of contract, the sole right and remedy of Collector shall be to receive payments for all amounts due and not previously paid to Collector for services completed or in progress in accordance with this Agreement prior to such date of termination and for services completed at the request of County. Such payments available to Collector under this paragraph shall not include costs related to lost profits associated with the expected completion of the work or other such payments relating to the benefit of this Agreement.

SECTION 22 - MODIFICATION. This Agreement may only be modified by written amendment hereto, executed by both parties, however, matters concerning scope of services which do not affect the agreed upon price may be modified by mutual written consent of Collector and County.

SECTION 23 - ATTORNEYS' FEES AND COSTS. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to other relief to which such party may be entitled.

SECTION 24 - NONDISCRIMINATION IN EMPLOYMENT. In the performance of the work authorized under this Agreement, Collector shall not discriminate against any qualified worker because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

SECTION 25 - INDEPENDENT CONTRACTOR. It is specifically understood and agreed that in making and performance of this Agreement, Collector is an independent contractor and is not an employee, agent or servant of County.

SECTION 26 - NOTICES. All notices that are required to be given by one party to the other under this contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in an properly addressed envelope and deposited with a United States Post Office for delivery by registered or certified mail, addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party:

Mariposa County
Public Works Director
4639 Ben Hur Road
Mariposa, CA 95338

Mariposa County Total
Waste Systems, Inc.
P.O. Box 1916
Santa Rosa, CA 95402-1916

SECTION 27 - ADDITIONAL PROVISIONS. This Agreement shall be governed by the laws of the State of California. It constitutes the entire agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

The failure of either party at anytime to require performance by the other party herein shall not affect the right of such party to enforce the same thereafter, nor shall the waiver by either party of any breach of any provision act as a waiver of the provision itself.

All terms used in the singular or in the masculine gender shall apply to the plural or to the feminine or neuter gender as the context thereof requires.

The paragraph headings used in this Agreement are intended solely for convenience and reference and shall not in any way or manner amplify, limit, modify, or otherwise be used in the interpretation of this Agreement.

If any term, provision or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

The parties hereto acknowledge that they are currently in the process of attempting to negotiate a Countywide waste hauling Franchise Agreement. If in the event the parties are successful in negotiating such an agreement, the parties agree to negotiate in good faith to absorb the Service Area described herein in the Countywide agreement.

IN WITNESS WHEREOF, the parties have executed the foregoing Agreement as of the day and year first above written.

COUNTY OF MARIPOSA:

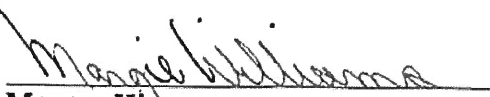
MARIPOSA COUNTY
TOTAL WASTES SYSTEMS, INC.:


BOB PICKARD, Chairman
Board of Supervisors


JAMES RATTO
President

ATTEST:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


MARGIE WILLIAMS
Clerk of the Board

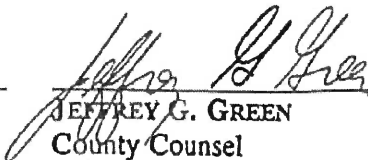

JEFFREY G. GREEN
County Counsel

Exhibit "A"

Wawona County Service Area 2-W

A tract of land commonly known as Section 35, T.4 S., R.21 E., Mount Diablo Base and Meridian, County of Mariposa, State of California

**AMENDED AND RESTATED SOLID WASTE HANDLING AGREEMENT
WAWONA COUNTY SERVICE AREA 2-W**

This Amended and Restated Solid Waste Handling Agreement ("Agreement") is entered into as of _____, 2022 (the "Effective Date"), between the County of Mariposa, a political subdivision of the State of California ("County") and Recology Mariposa, a California Corporation ("Contractor").

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989, Public Resources Code §§ 40000 et.seq. ("AB 939"), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdictions, and

WHEREAS, pursuant to California Public Resources Code § 40059(a)(l), the Board of Supervisors of Mariposa County has determined that the public health, safety and well-being require that an exclusive franchise be awarded to a qualified solid waste enterprise for the collection and recovery of solid waste from the community of Wawona, 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 AB 939, the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), and

WHEREAS, the Contractor or its predecessors have for many years performed service within the County of Mariposa in the collection, removal and disposal of solid waste, more particularly in the vicinity of the community of Wawona, and

WHEREAS, it appears that Contractor has satisfactorily performed such services in a businesslike manner, and

WHEREAS, the County and Contractor now desire to enter into this Agreement which shall govern the rights and duties of the parties with regard to solid waste in the territory hereinafter identified.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS.

"Affiliate" means, with respect to a specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person, where "control" means having the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Affiliated Facility" means any facility owned or operated by Contractor or an Affiliate of Contractor.

"Applicable Law" means any and all applicable laws, statutes, codes, ordinances, rules, regulations, judgments, decrees, orders, decisions, permits, permit conditions, mitigation measures, and other requirements of any governmental entity, as in effect from time to time.

"Bin" means a metal- or plastic -lidded, bear proof container with a capacity of four (4) or six (6) cubic yards, with a hinged lid, with or without wheels, typically serviced by a front-loading collection vehicle.

"Construction and Demolition Debris" or "C&D" means materials resulting from construction, renovation, remodeling, repair, or demolition of any building, structure, pavement or other improvement, including concrete, brick, bituminous concrete, rubble, wood and masonry, composition roofing and roofing paper, steel, and other metals such as copper. C&D excludes Excluded Waste.

"Excluded Waste" means any material that is (i) Hazardous Waste, (ii) "designated waste" as defined in California Water Code Section 13173, (iii) "medical waste" as defined under the California Medical Waste Management Act, (iv) radioactive waste regulated pursuant to the California Radiation Control Law, (v) abandoned vehicles and parts thereof, (vi) dewatered, treated, or chemically fixed sewage sludge, (vii) manure or other animal waste, or (viii) in Recology's reasonable opinion a potential risk to human health or the environment. No Excluded Waste shall be considered as Solid Waste, Recyclables, Compostables or C&D.

"Governmental Fees" means any and all fees, assessments, taxes, tariffs or other charges required to be paid to any governmental entity either by Contractor in the performance of this Agreement, or by any Affiliated Facility on the disposal, processing, transfer, transport or other handling of material collected by Contractor under this Agreement, provided in each case that Governmental Fees shall not include fines or penalties for violating Applicable Law.

"Hazardous Waste" means any material that is defined, regulated or listed as "hazardous," "toxic," a "pollutant," or words of similar import under any Applicable Laws.

"Person" means any individual, corporation, partnership, joint venture, limited liability company, trust, governmental entity, or other legal entity.

"Recyclables" means Source-Separated discarded materials that are capable of being Recycled. As of the date of this Agreement, "Recyclables" includes, but is not limited to: newspaper (including inserts, coupons, and store advertisements); mixed paper (including office/computer paper, magazines, junk mail, catalogs, brown paper bags, paperboard, paper egg cartons, telephone books, shoe boxes, cereal and other similar food boxes); chipboard; corrugated cardboard; glass containers; aluminum (including food/beverage containers and foil); scrap metal weighing less than ten (10) pounds (without cords or chains and fitting into the container); steel, tin or bi-metal cans; and plastic containers (numbers 1 to 7). Contractor may, with the approval of County (not to be unreasonably withheld), add or remove items from this list. Recyclables does not include C&D. To be considered Recyclables, paper, cardboard and other fiber items must be dry and not soiled with food or liquid.

"Recycling" means "recycling" as defined in Section 40191 of the California Public Resources Code.

"Service Area" means the territory of the County known as Wawona County Area 2-W, which is described in Exhibit A attached hereto and incorporated herein.

"Solid Waste" means "solid waste" as defined in Section 40191 of the California Public Resources Code, but excluding (i) Recyclables, (ii) C&D, and (v) Excluded Waste. For the

avoidance of doubt, "Solid Waste" includes materials that would be Recyclables, but for the fact that such materials have not been Source-Separated.

"Source-Separated" means segregated from Solid Waste by the generator for purposes of Recycling, composting, reuse, or other diversion from landfill disposal.

"WST Index" means the Consumer Price Index, All Urban Consumers, Water and Sewer and Trash Collection Services. U.S. County Average, Seasonally Adjusted, Series ID: CUSR0000SEHG, published by the U.S. Department of Labor, Bureau of Labor Statistics. If this index is discontinued, it shall be replaced by the index that most closely resembles it over the ten (10) years before discontinuation.

2. TERM

The term of this Agreement shall be for five (5) years beginning on the Effective Date. Beginning on July 1 of each year, this franchise shall be considered renewed for an additional year unless by April 1 of the prior year one party notifies the other in writing of intent to terminate the franchise. Upon the giving of such notice of termination, this agreement will terminate five (5) years from the date of the notice of termination. The County and Contractor may then later extend the term or reinstate the continuing term upon mutual agreement. Any termination hereunder may be with or without cause. Notwithstanding the foregoing or anything else in this Agreement, Contractor may unilaterally terminate the Agreement in its sole discretion in the event Contractor ceases to provide collection services in other areas of the County of Mariposa outside of the Service Area pursuant to a franchise agreement with the County or in the event Contractor ceases to provide collection services to the properties located in Yosemite National Park that are owned or operated by Yosemite Hospitality Group LLC. Contractor shall endeavor to provide County with ninety (90) days notice prior to termination of this Agreement pursuant to the foregoing.

3. EXCLUSIVITY OF FRANCHISE

3.1 Grant of Exclusive Franchise. County hereby grants to Contractor the exclusive franchise, right and privilege to collect, transport and remove all Solid Waste, Recyclables, and Construction & Demolition Debris generated or accumulated within the Service Area. The extent of this grant shall be subject to any limitations imposed by Applicable Law, and to Section 3.2.

3.2 Exceptions to Exclusivity. The exclusive franchise, right and privilege set forth in Section 3.1 shall not apply to the collection, transport and removal of the following categories of materials, provided that such collection, transport and removal (including the destinations to which the materials are delivered) are performed in accordance with applicable County ordinances and other Applicable Law:

(a) Waste generated at a premises that is transported personally by the owner or occupant of such premises (or by his or her full-time employees) to an appropriate and fully-permitted Recycling, composting or disposal facility.

(b) Recyclables generated by a Person and sold by such person to a buyer in a bona fide purchase and sale transaction, where the generator receives net positive consideration from the buyer in respect of such Recyclables, taking into account all consideration

received and/or paid by the generator in respect of such Recyclables, including hauling fees, rental charges, logistics fees, discounts, etc.

(c) Construction & Demolition Debris generated by a construction or demolition contractor that is removed by such contractor, using the contractor's own vehicles and employees, as an incidental part of the overall service provided by such contractor, rather than as a hauling service.

(d) Green Waste generated by a gardening, landscaping or tree trimming contractor that is removed by such contractor, using the contractor's own vehicles and employees, as an incidental part of the overall service provided by such contractor, rather than as a hauling service.

(e) Items such as appliances, furniture, mattresses, or electronics removed from a premises by a vendor of such items, using the vendor's own vehicles and employees, as an incidental part of the service of delivering a replacement item purchased from such vendor to such premises, rather than as a hauling service.

3.3 Right to Collect Excluded Waste. Contractor shall have the non-exclusive right under this franchise, but is not obligated to, collect, transport and dispose of Excluded Waste generated or accumulated within the Service Area. To the extent Contractor exercises such right, the terms and conditions (including rates) for such services shall be as mutually agreed by Contractor and each customer.

4. BASIC COLLECTION SERVICES

4.1 General. Contractor shall collect and dispose or process, as applicable, Solid Waste and Recyclables placed for collection by residents of the Service Area in the Bins identified on Exhibit A. Contractor undertakes and agrees to furnish the necessary labor, vehicles, equipment, and facilities to provide such services to the Service Area. Contractor and County agree that, as of the Effective Date, the number of and locations of the Bins identified on Exhibit A are adequate to provide Solid Waste Collection Service to the Service Area. County may request and Contractor shall provide additional Bins for the collection of Solid Waste or Recyclables throughout the term of this Agreement.

4.2 Collection Frequency. Contractor shall collect the Solid Waste and Recyclables that have been placed in the Bins twice weekly.

5. MANNER OF COLLECTION

5.1 Orderly Collection. Contractor shall conduct its solid waste collection business in the Service Area in compliance with all sanitation regulations, health laws, and ordinances which County now has in force, or which may be adopted at any time during the term of this Agreement or any extension hereof, and in accordance with State and Federal law, as amended from time to time.

5.2 Litter & Spills. Contractor shall not litter any private or public property in making collections of waste, nor shall it allow any fluid, leachate or waste to spill, leak or fall from collection vehicles. If in spite of normal precautions, fluid, leachate or waste spills, leaks or falls on any premises or public property, Contractor shall promptly clean up the same. Clean-up of hydraulic fluid, motor oil, or similar fluids means application of absorbents to mitigate the effects of the fluid,

and does not include removing any stain that may remain after such absorbents have been applied.

6. COLLECTION DAYS AND HOURS

6.1 Collection Hours. Contractor's collections shall not start before 5:00 a.m. or continue after 7:00 p.m. Contractor agrees to reasonably adjust the hours of commencement of collection operations at the request of County where early collection activities have generated numerous complaints from nearby residents.

6.2 Holiday Collection. If a regularly scheduled collection day falls on Thanksgiving Day, Christmas Day, New Year's Day, or any other legal holiday, Contractor may provide collection service on the work day next following such holiday.

7. SETOUT REQUIREMENTS

7.1 General. Contractor may refuse to collect a Bin if Contractor has reason to believe the Bin contains Excluded Waste.

7.2 Extra Material. Contractor shall collect additional Solid Waste that is set out adjacent to any Contractor provided Bins and may charge County a fee of \$50.00 per 1 yard of Solid Waste collected that was not placed in Bins and must be manually loaded into Contractor's vehicles. The extra material fee will not be applicable if Contractor failed to service the applicable Bin on its the regularly scheduled collection day.

8. CONTRACTOR PERFORMANCE

8.1 Performance Fee for Missed Collection. County shall notify Contractor in the event it becomes aware of any missed Collection of any Bins on the regularly scheduled collection day. Contractor agrees to pay to County a performance fee equal to \$10.00 for each day that the Bin remains uncollected after its scheduled collection day.

8.2 Customer Complaints. County shall notify Contractor of all customer complaints received by County within twenty-four (24) hours. Contractor shall investigate such complaints within forty-eight (48) hours of receipt of a complaint, and report within seven (7) days to County the disposition of the complaint. If a complaint represents a serious health or safety threat as determined by County, Contractor shall immediately remedy the situation causing the health or safety threat.

9. FACILITIES TO BE USED

9.1 Unless otherwise agreed between County and Contractor, Solid Waste collected under this Agreement shall be disposed of at the Mariposa County Landfill. Contractor shall deliver Source Separated Recyclables to a facility designed, operated, and legally permitted for the purpose of receiving, sorting, processing, storing, or preparing Recyclables for sale.

9.2 Unless otherwise agreed between County and Contractor, Source Separated Recyclables collected under this Agreement shall be delivered to the Mariposa County Landfill.

10. COLLECTION EQUIPMENT

10.1 Vehicles. Contractor shall provide a sufficient number of vehicles to provide the collection services it is required to provide under this Agreement. All vehicles used by Contractor under this Agreement shall be registered with the Department of Motor Vehicles of the State of California, shall be kept clean and in good repair, and shall be uniformly painted. The "Recology" name and Contractor's telephone and vehicle numbers 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 empty or in the process of collection. The noise level generated by collection vehicles during the stationary compaction process shall be such that it does not unreasonably interfere with the quiet enjoyment of nearby properties.

10.2 Equipment List. Not more than once per year, upon County's request, Contractor shall provide County a written list of (i) all vehicles being used by Contractor within the Service Area, including type, make, model, age, and mileage, and (ii) the number and types of containers being used by Contractor within the Service Area. Contractor's vehicles 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 in connection with such inspection.

11. BILLING AND PAYMENT

11.1 Billing For Services. Contractor shall bill County once every three (3) months for the services provided under this Agreement at the then applicable rates as set forth in Section 13. County shall remit payment to Contractor within thirty (30) days of receipt of the bill provided by Contractor.

12. FRANCHISE FEES

12.1 Contractor shall pay County a monetary consideration (the "Franchise Fee") equal to sixteen and seven tenths percent (16.7%) of the sum of the total Base Rate by County to Contractor. The method for payment of such fee shall be for County to deduct the Franchise Fee from each payment due to Contractor from County under Section 11. This Franchise Fee is in consideration of the exclusive right to operate within the Service Area as well as County agreeing to collect the fees from residents in the Service Area and for County to handle delinquent, unpaid accounts.

13. RATES

13.1 General. In consideration of Contractor's performance of services pursuant to this Agreement, Contractor shall charge County and County shall pay Contractor the Service Rates set forth on Exhibit B for services rendered under this Agreement. Service Rates shall be adjusted in accordance with the provisions of this Section 13, and Exhibit B shall be adjusted accordingly.

13.2 Annual Index Adjustment. Effective July 1, 2023 and each July 1 thereafter, the Base Rate listed on Exhibit B shall be adjusted by the year-over-year percentage increase (if any) in the WST Index. The year-over-year percentage increase in the WST Index shall be calculated by comparing the average value of the WST Index over the 12 months ending on the March 1 immediately prior to the adjustment date, to the average value of the WST Index over the 12 months preceding such period. If such calculation yields a negative value, the year-over-year percentage change in the WST Index shall be deemed to be zero, and there shall be no adjustment under this section for the year in question. By the April 1 immediately prior to the July

1 adjustment date, Contractor shall submit to County, for County's confirmation, Contractor's calculation of the WST index adjustment, the supporting index data, and the resulting Service Rates.

13.3 Adjustments of Disposal or Processing Fees. Contractor and County agree that, for the purposes of calculating adjustments to the rates, fifty percent (50%) of the Base Rate is attributable to disposal costs. In the event the annual percentage change in the per ton disposal fee charged by the Mariposa County Landfill or any other future designated disposal facility is greater than the annual percentage change in the WST Index as calculated in Section 13.2, fifty percent (50%) of the Base Rate shall also be increased by the difference between the annual percentage change in the WST Index and percentage change in the per ton disposal fee. This adjustment is in addition to the annual index adjustment set forth in Section 13.2. For example, if the then applicable Base Rate is \$10,000, the annual percentage change in the WST Index is 3%, and the annual percentage change in the per ton disposal fee is 4%, the annual rate adjustment shall be increased by (i) \$300 pursuant to Section 13.2 (Base Rate x percentage change in WST Index) and (ii) \$50 pursuant to this Section 13.3 ((50% x Base Rate)(4%-3%)).

13.4 County Confirmation. Service Rate adjustments in accordance with Sections 13.2 and 13.3 shall take effect automatically, without the need for approval by the Board of Supervisors or County staff. Nevertheless, County staff shall conduct an administrative review of the information submitted by Contractor under Sections 13.2 and 13.3 to confirm whether Contractor's calculations are accurate. If County staff determine that there is an inaccuracy, they shall notify Contractor in writing of the same with fifteen (15) days after Contractor's submission. Thereafter, the parties shall cooperate in good faith to resolve and if necessary correct the inaccuracy.

13.5 Extraordinary Adjustments.

(a) If, after the date of execution of this Agreement, there occurs any change in (i) Applicable Law, (ii) Governmental Fees, (iii) the boundaries of the Service Area, (iv) the number of Generators (but only if it is an increase that causes Contractor to incur additional capital expenditures, such as a new route to accommodate growth), (v) the facilities available to Contractor, or (vi) any other material change (each, an "Eligible Event"), and such Eligible Event results in an increase in Contractor's costs of performing its obligations under this Agreement or a decrease in Contractor's revenues from this Agreement, then Contractor may apply to the County for an extraordinary adjustment to Service Rates.

(b) A change in the facilities available to Contractor (item (v) above) shall be deemed to occur if a facility being used by Contractor ceases or suspends operation (e.g. due to closure, destruction, or damage), becomes unable to accept the material delivered by Contractor, or (in the case of third party facilities) refuses to accept such material.

(c) An increase in an Affiliated Facility's cost of disposal, processing, transfer, transport or other handling of material collected by Contractor under this Agreement shall be deemed to be an increase in Contractor's costs of performing its obligations under this Agreement. Increased costs of a general or facility-wide nature (e.g. capital improvements required by new laws, or a Governmental Fee imposed on the facility as a whole rather than on a per-ton basis) shall be allocated to County on a pro rata basis.

(d) Contractor's application for an extraordinary adjustment shall be in writing and shall contain a written explanation of the Eligible Event, the increase or decrease in Contractor's costs or revenues resulting from the Eligible Event, and the adjustment in Service

Rates that Contractor proposes to offset the effect of the Eligible Event. Contractor shall provide such additional information as County may reasonably request in order to evaluate Contractor's application.

(e) If Contractor provides substantial evidence that (i) an Eligible Event has occurred or will occur, (ii) the Eligible Event increased Contractor's costs of or decreased Contractor's revenues from this Agreement, and (iii) the amount of any increased costs (and if applicable the method of allocating them to County) is reasonable, then Contractor shall be entitled to an increase in Service Rates in an amount sufficient to cover Contractor's increased costs (plus a profit margin calculated by dividing the increased costs by an operating ratio of 0.89) or decreased revenues resulting from the Eligible Event, whether incurred before or after submission of Contractor's application or implementation of the extraordinary adjustment.

(f) County shall use its best efforts to ensure that Service Rates are so increased within sixty (60) days after Contractor submits its application. If County fails to do so, then the adjustment shall be increased to account for the shortfall in revenues resulting from the delay, plus interest on the shortfall at the then-applicable Wall Street Journal Prime Rate plus two percent (2%).

13.6 Changes in Scope. If County wishes Contractor to change its services under this Agreement (including changes to enable County to comply with changes in Applicable Law), or to provide new services, then County shall notify Contractor in writing, and the parties shall negotiate in good faith for a period of sixty (60) days the terms of such new or changed services and the compensation payable to Contractor with respect to such new or changed services. Contractor shall not be required to begin providing such new or changed services until the Board of Supervisors has adopted Service Rates mutually agreed by County and Contractor to compensate Contractor for such new changed services, and such Service Rates have taken effect.

13.7 Calculations. All changes in Service Rates shall be rounded to the nearest cent (\$.01) and all percentages shall be rounded to the nearest one-tenth of one percent.

14. PUBLIC RECORDS

Contractor acknowledges that County is subject to the California Public Records Act, Government Code Section 6250 et seq., and that unless a particular record is exempt from disclosure under the Public Records Act or other applicable statute, it must be disclosed to the public by County upon request. If County receives a request for disclosure of Contractor information under the Public Records Act, County shall promptly notify Contractor in writing of such request, and shall not disclose such information until at least five (5) business days after such notice has been given. If Contractor believes the information is exempt from disclosure, Contractor may at its own cost file suit to prevent the information from being disclosed. If Contractor does so, County shall not disclose such information until the matter has been decided by a court of competent jurisdiction. Any reasonable costs incurred by County in connection with such a suit brought by Contractor shall be borne by Contractor, unless County chooses to mount its own defense, independent of Contractor.

15. REPORTING

15.1 During the term of this Agreement, Contractor shall submit to County information reasonably requested by County to meet its reporting obligations imposed by AB 939, and the

regulations implementing AB 939, in a manner approved by County. Contractor agrees to submit such reports and information on computer disks, or by modem, in a format compatible with County's computers if requested by County.

15.2 CERCLA Defense Records. County views the ability to defend against CERCLA and similar litigation as a matter of great importance. Therefore, County regards the ability to prove where Solid Waste collected in the Service Area was taken for disposal to be a matter of concern. Contractor shall maintain records of where Solid Waste collected in the Service Area was landfilled (and therefore establish where it was not landfilled). Contractor shall maintain such records for a minimum of ten (10) years after expiration or earlier termination of this Agreement.

16. INDEMNIFICATION

16.1 General Indemnification. Contractor shall defend, indemnify, and hold harmless County and its elected officials, officers, employees and agents (collectively, "Indemnitees") from and against any and all claims, suits, proceedings, liabilities, damages, losses, penalties, and costs and expenses incidental thereto (including reasonable attorney's fees) (collectively, "Claims") arising or resulting from injury to or death of any person or damage to property, in each case to the extent caused by Contractor's breach of this Agreement, or Contractor's violation of Applicable Law, negligence or willful misconduct in connection with this Agreement, in each of the foregoing cases, except to the extent such Claims are caused by the violation of Applicable Law, negligence or willful misconduct of any Indemnitees, and except as expressly prohibited by statute. The foregoing indemnity shall apply if the Claim is caused by the joint negligence of any Indemnitees and Contractor, but only to the extent of Contractor's negligence.

16.2 Hazardous Substance Indemnification. Contractor shall defend, indemnify and hold harmless the Indemnitees from and against any and all Claims arising or resulting from the release or threatened release by Contractor or any Affiliated Facility of any Hazardous Waste in connection with Contractor's performance of this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9607(e), and California Health and Safety Code Section 25364, to defend, protect, hold harmless and indemnify Indemnitees from liability. For purposes of this subsection, "Claims" includes natural resources and punitive damages, and response, remediation and removal costs.

16.3 Prop. 218. County shall hold Contractor harmless against, and Contractor shall have no defense, indemnity or other obligation to any Indemnitee with respect to, any Claims arising out of or relating to County's alleged or actual failure to comply with Article XIIC or XIID of the California Constitution. If a court ruling, majority protest, initiative or referendum (each, a "Restriction") prevents Service Rates from being established or increased as required by this Agreement, or reduces Service Rates from the levels otherwise required by this Agreement, then: (i) the Franchise Fee shall be reduced by the amount of revenue lost to Contractor by reason of the Restriction, and (ii) if the amount of such lost revenue exceeds the Franchise Fee, the Franchise Fee shall be reduced to zero, and Contractor's other obligations under this Agreement shall be reduced so that Contractor's cost of performing this Agreement (after applying the operating ratio set forth in Section 15.4(e)) are commensurate with the Service Rates that Contractor may legally charge, and (iii) either County or Contractor may at any time terminate this Agreement upon two (2) years' prior written notice to the other. County and Contractor shall negotiate in good faith any reduction in Contractor's obligations under clause (ii) above. Contractor shall not be liable to County for any reduction in or non-payment of the Franchise Fee by reason of this subsection, nor shall any such reduction or non-payment invalidate this

Agreement. Nothing in this Agreement shall be deemed an admission by County or Contractor that Articles XIII C or XIII D of the California Constitution apply to the rates charged by Contractor under this Agreement.

17. INSURANCE

17.1 Contractor shall maintain insurance in compliance with this section, and shall ensure that each subcontractor performing work hereunder also maintains insurance in compliance with this section, as if the subcontractor were a party hereto. Contractor shall furnish insurance certificates evidencing the required coverages not later than ten (10) days prior to commencing services hereunder, and thereafter upon each policy renewal. Contractor shall maintain the following policies with at least the following limits:

Workers' Compensation	Statutory limits for CA	
Employer's Liability	Bodily Injury by Accident – Each Accident	\$1,000,000
	Bodily Injury by Disease – Each Employee	\$1,000,000
	Bodily Injury by Disease – Policy Limit	\$1,000,000
Commercial General Liability	Premises-Operations – Each Occurrence	\$1,000,000
	Annual Aggregate (Other Than Prod.-Compl. Ops.)	\$1,000,000
	Products-Completed Operations – Each Occurrence	\$1,000,000
	Products-Completed Operations – Annual Aggregate	\$1,000,000
Automobile Liability*	Combined Single Limit – Each Accident	\$1,000,000
Pollution Liability**	Single Limit – Each Occurrence	\$5,000,000
	Annual Aggregate	\$5,000,000
Umbrella Liability***	Single Limit – Each Occurrence	\$5,000,000
	Policy Limit	\$5,000,000
* Shall include MCS-90 and CA 9948 endorsements, or their equivalents."		
** Sudden and Gradual, including clean-up costs.		
*** In excess of Employer's Liability, Commercial General Liability, Automobile Liability and Product Liability.		

17.2 Each policy required hereunder shall, or shall be endorsed to: (i) contain a waiver of subrogation in favor of County and its elected officials, officers, employees and agents; (ii) name County and its elected officials, officers, employees and agents as additional insureds, except for Workers' Compensation and Employer's Liability; (iii) be primary, and any insurance or self-insurance maintained by such additional insureds shall not contribute with it, except for Workers' Compensation and Employer's Liability; (iv) remain in effect throughout the Term, and if written on a claims-made basis for five (5) years thereafter; (v) contain "cross-liability" or "separation of insureds" coverage; and (vi) be issued by companies licensed in each state where goods or services are provided, with an A.M. Best rating of A: VII or better. If the issuer of any policy required hereunder is the subject of bankruptcy or insolvency proceedings, or becomes

insolvent, Contractor shall within five (5) business days substitute another policy and issuer meeting the requirements of this section.

18. PERFORMANCE BOND

Contractor shall maintain throughout the term of this Agreement a performance bond in the amount of not less than \$10,000 for the benefit of, and in a form reasonably acceptable to, County, or such other financial assurance as County may determine provides equivalent assurance in the event of Contractor's failure to perform. Such performance bond or other financial assurance shall secure Contractor's full and faithful performance of its obligations under this Agreement throughout its term. A performance bond provided under this section shall be executed by a surety company licensed to do business in the State of California, with an A. M. Best or Standard and Poor's rating of at least A: VII and included on the list of surety companies approved by the Treasurer of the United States.

19. FORCE MAJEURE.

Notwithstanding any other provision, Contractor shall be excused from performing its obligations hereunder to the extent and for so long as performance of such obligations is rendered impossible, impracticable or unsafe due to Force Majeure or the effect thereof. "Force Majeure" means earthquake, fire, flood, landslide, epidemic/pandemic, other act of nature, war, terrorism, sabotage, civil disturbance, strike or other labor action, governmental (including judicial) action, or any other event not the fault of and beyond the reasonable control of Contractor. Force Majeure shall not include governmental action resulting from Contractor's violation of Applicable Law. Contractor shall as soon as reasonably practicable provide County with written notice of any nonperformance excused by this section, together with a description of the Force Majeure and the reason it renders performance is impossible, impracticable or unsafe. Contractor shall restore performance as soon as reasonably possible.

20. DISPUTE RESOLUTION.

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be finally determined by binding arbitration in Sacramento, CA before a single neutral arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, as in effect on the date a claim is first filed. Judgment on the award may be entered in any court having jurisdiction. This section shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by it in connection with the arbitration. The costs of the arbitration, including JAMS/arbitrator fees, shall be shared equally by the parties. The parties shall treat the proceedings, any related discovery and the arbitrator's decisions as confidential, except in connection with judicial proceedings ancillary to the arbitration, or as required by law or to protect a legal right of a party.

21. TERMINATION

21.1 A party shall be in default under this Agreement if it breaches any material obligation under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice by the non-breaching party of the breach, provided, however, that if the nature of

the breach is such that it shall reasonably require more than thirty (30) days to cure, the breaching party shall not be in default so long as it promptly commences the cure and diligently proceeds to completion of the cure. If a party is in default under this Agreement, the other party may terminate this Agreement by providing at least thirty (30) days prior written notice to the defaulting party.

21.2 In addition to the above, County may terminate this Agreement by providing at least thirty (30) days prior written notice to Contractor if Contractor (i) files a voluntary petition for relief under any bankruptcy, insolvency or similar law; (ii) has an involuntary petition filed against it under any bankruptcy, insolvency or similar law, which petition remains undismissed or unstayed for ninety (90) days; (iii) is the subject of a seizure or attachment of, or levy on, a substantial part of Contractor's equipment used in the performance of this Agreement, and such seizure, attachment or levy is not removed, or substitute equipment provided, within ninety (90) days.

22. MISCELLANEOUS PROVISIONS

22.1 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any prior agreements, representations or understandings with respect thereto (except as provided in Section 2). The exhibits hereto are integral parts of this Agreement.

22.2 Amendment. No modification, waiver or amendment of this Agreement or any provision hereof shall be effective unless in writing and signed by the party(ies) to be bound. However, Exhibit B shall be deemed automatically amended to reflect all adjustment to Service Rates made pursuant to this Agreement, without need of a signed writing.

22.3 Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law or conflicts of law provisions.

22.4 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively made upon personal delivery, or confirmed delivery by nationally recognized overnight courier, to the party to be notified, at such party's address specified below. A party may change its address for notices from time to time by providing written notice to the other party in accordance with this section.

To County: County of Mariposa
Attn: Director of Public Works
4639 Ben Hur Road
Mariposa, CA 95338

To Contractor: Recology Mariposa
Attn: Legal Department
50 California Street, 24th Floor
San Francisco, CA 94111

22.5 No Waivers. No failure or delay in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof.

22.6 Severability. If any non-material provision of this Agreement is for any reason held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of any other provision of this Agreement.

22.7 No Subcontracting. Contractor shall not subcontract or delegate to any other Person, other than an Affiliate of Contractor, the performance of any of Contractor's obligations under this Agreement, without County's prior written consent.

22.8 Independent Contractor. Contractor is an independent contractor, and not an officer, employee or agent of County. Neither Contractor nor its officers, employees, agents or subcontractors shall obtain any rights or benefits which accrue to County's employees. Nothing in this Agreement shall be construed as creating a partnership or joint venture between County and Contractor.

22.9 Compliance With Law. Each Party in the performance of its obligations hereunder shall comply with all Applicable Laws.

22.10 Assignment. Contractor shall not assign this Agreement to any other Person without County's prior written consent. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of County and Contractor.

22.11 Survival. The following provisions shall survive the expiration or earlier termination of this Agreement: 15.2 (CERCLA Defense Records), 16 (Indemnification), and 20 (Dispute Resolution).

22.12 No Conflict. Each party represents and warrants that its execution, delivery and performance of this Agreement has been duly authorized and does not and shall not conflict with or constitute a breach of any agreement to which it is a party or by which it is bound, any provision of Applicable Law, or any other legal requirement.

22.13 Interpretation. This Agreement shall be construed as if drafted jointly by the parties, and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any provisions of this Agreement. Section headings are for convenience and shall not be used in construing this Agreement. "Including" and its variants mean "including without limitation."

22.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one instrument. Facsimile signatures (including PDFs sent by email or DocuSign) shall be valid.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, County and Contractor have executed this Amended and Restated Solid Handling Agreement as of the date first written above.

COUNTY OF MARIPOSA

RECOLOGY MARIPOSA

By: _____
[name]
[title]

By: _____
Salvatore M. Coniglio
Chief Executive Officer

Approved as to form:

By: _____
[name]
[title]

Exhibit A

Wawona County Service Area 2-W

**A tract of land commonly known as Section 35, T.4 S., R.21 E., Mount Diablo Base and Meridian,
County of Mariposa, State of California.**

A map showing the locations of the Bins utilized by Contractor appears on the following page.

Map of the Chaminade area showing proposed trash and recycling bin locations. The map includes numbered locations (1-25) and symbols for existing trash bins (1) and existing recycling bins (1). A legend at the bottom left defines the symbols: 1 Existing Trash Bins, 1 Existing Recycle Bins, and a star symbol for Proposed Recycle Bins. The map shows various streets including Forest Drive, South Fork Merced River, Yosemite Pines Lane, Chaminade Avenue, and Chaminade Falls Road. It also indicates the location of Yosemite Wilderness and Chaminade Falls State Park.

Exhibit B
Service Rates

Rate Schedule Wawona Community, Mariposa County			
0%	Disposal Element Increase		
16.7%	Franchise Fee		
\$121.00	Tip Fee		
Account #	49007		
Description	Base Rate	Franchise Fee	Total Rate Effective July 1, 2023
RESIDENTIAL			
(21) 4-yard Trash Bins and (4) Recycle Bins	\$ 9,915.77	\$1,987.92	\$ 11,903.69
Each Additional Recycle Bear Bin	\$ 442.57		
Each Additional Trash Bear Bin	\$ 456.21		
*County bills customers and pays Recology - The above is a monthly rate.			
** Service Rate listed above is for twice weekly service collection as set forth in Section 4.2			