

**AMENDMENT NO. THREE TO THE AGREEMENT FOR OPERATION
OF THE PESCADERO SOLID WASTE TRANSFER STATION BETWEEN THE
COUNTY OF SAN MATEO AND ALLIED WASTE INDUSTRIES**

THIS AMENDMENT NO. THREE to that certain Agreement, dated August 12, 2008 by and between the County of San Mateo, hereinafter referred to as "County", and BFI Waste Systems of North America, LLC dba Allied Waste Services of San Mateo County, referred to as "Contractor" and is entered into this _____ day of August 2016;

W I T N E S S E T H:

WHEREAS, the parties hereto entered into an Agreement dated July 31, 2008 on August 12, 2008, whereby Contractor provides services and certain equipment necessary to operate the Pescadero Solid Waste Transfer Station in San Mateo County and to transport and dispose of solid waste and recyclables from said transfer station in accordance with the terms and conditions of said Agreement; and

WHEREAS, the parties hereto wish to amend said Agreement to extend its term and modify the Contractor fee schedule.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section C. Duration of Contract/Termination, Item 1. is hereby amended to add the following: "Pursuant to these extension provisions, the term of this agreement is extended twelve (12) months to include the time period starting August 15, 2016 and ending on August 14, 2017. Upon expiration of the twelve (12) month extension, this agreement may be extended by the parties' execution of a written amendment consistent with the above extension provisions."
2. Exhibits "A" and "B" attached hereto replace the Contractor's fee schedules included in the Agreement and prior amendment.

Exhibit "A" is consistent with Exhibit "A" attached to Amendment No. Two effective July 1, 2015 and is restated with this Amendment.

Exhibit "B" is effective August 9, 2016 and is consistent with Exhibit "B" attached to Amendment No. Two, except for the rate per ton for "Mattress/Box Springs". Allied Waste Industries is participating in the Mattress Recycling Council (MRC) Collection Program (Program) and is receiving reimbursement for collection, transferring, and processing of mattresses/box springs from the MRC. As a participant in the MRC program, Allied Waste Industries is being reimbursed through the Program and the Contractor's fee schedule should be reflective of this. Additionally, while Allied Waste Industries participates in the

Program, they are required to waive all fees charged to the public while participating in this program. Exhibit "B" acknowledges the Program, participation in the Program, and non-participation in the Program. In connection with the collection of Mattress/Box Springs, Allied Waste Industries is required to continue to provide documentation to the County of the number of Mattress/Box Springs collected at the facility.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. Three to Agreement the date first hereinabove written.

COUNTY OF SAN MATEO
"County"

By _____
President, Board of Supervisors,
County of San Mateo

ATTEST:

John L. Maltbie
Clerk of the Board of Supervisors

ALLIED WASTE SERVICES
"Contractor"

By _____
Carl Mennie, Division Manager
Allied Waste Services of San Mateo County

“Exhibit A”

In consideration of the services provided by Contractor, County shall pay Contractor based on the following fee schedule:

Effective July 1, 2015						
Allied Waste Rates to the County For Operation, Transferring and Processing of Municipal Solid Waste at the Pescadero Transfer Station						
Service		Minimum	Rate to		Maximum	Rate to
		3 Days a week Operation	County per Unit Cost For Transfer & Processing MSW		5 Day a week Operation (Subject to final approval by the County)	County per Unit Cost For Transfer & Processing MSW
Variable Costs Per Ton for Municipal Solid Waste for Transfer & Processing		Unit			Unit	
(This includes: collection, transfer, disposal, fees and taxes.)						
Municipal Solid Waste Delivered to Ox Mountain (750 Tons or above)		Tons	\$105.16		Tons	\$105.16
Municipal Solid Waste Delivered to Ox Mountain (380 Tons - 750 Tons)		Tons	\$105.16		Tons	\$105.16
Fixed Operating Costs		Unit			Unit	
(This includes; equipment, maintenance, improvements of site, operator, operator sorting, insurance, state fees, operating permits, licenses and reuse trailer.)						
Minimum Fixed Operating Costs (750-1200 Tons of Municipal Solid Waste)		Per Year	\$153,561		Per Year	\$181,580
Minimum Fixed Operating Cost (380-750 Tons of Municipal Solid Waste)						
		Per Year	\$153,561		Per Year	\$181,580

“Exhibit B”

In consideration of the services provided by Contractor, County shall pay Contractor based on the following fee schedule:

Effective August 9, 2016					
Allied Waste Rates to the County For Operation, Transferring and Processing of Municipal Solid Waste at the Pescadero Transfer Station					
Service:		Minimum		Maximum	
		3 Days a week Operation		5 Days a week Operation (Subject to prior approval by the County)	
Service			Minimum 3-Day a week operation		Minimum 5-Day a week operation
Variable Transfer & Processing Costs Per Ton for Providing Recycling Services at TS/MRF		Unit	Rate to County per Unit Cost for Processing Recyclables	Unit	Rate to County per Unit Cost for Processing Recyclables
Commingled Single Stream					
All Paper Fiber, Bottles & Cans		Per Ton	\$113.10	Per Ton	\$113.10
Empty Aerosol Cans		Per Ton	\$113.10	Per Ton	\$113.10
Film Plastic		Per Ton	\$113.10	Per Ton	\$113.10
Aseptic Containers		Per Ton	\$113.10	Per Ton	\$113.10
Aluminum Foil		Per Ton	\$113.10	Per Ton	\$113.10
Single Stream Glass		Per Ton	\$113.10	Per Ton	\$113.10
Metal		Per Ton	\$81.80	Per Ton	\$81.80
Appliances (Washer, Dryers, Dishwasher, Stoves Ovens, Ovens, (Microwave)		Per Ton	\$81.80	Per Ton	\$81.80
Water Heaters 30 gal or less		Per Ton	\$81.80	Per Ton	\$81.80
Water Heaters 30 gal and larger		Per Ton	\$81.80	Per Ton	\$81.80

Effective August 9, 2016					
Allied Waste Rates to the County For Operation, Transferring and Processing of Municipal Solid Waste at the Pescadero Transfer Station					
Service:		Minimum		Maximum	
		3-Days a week Operation		5-Days a week Operation (Subject to prior approval by the County)	
Variable Transfer & Processing Costs Per Ton for Providing Recycling Services at TS/MRF		Unit	Rate to County per Unit Cost for Processing Recyclables	Unit	Rate to County per Unit Cost for Processing Recyclables
Mattress/Box Springs		Per Ton	\$0*	Per Ton	\$0*
Sofa/Upholstered furniture		Per Ton	\$105.16	Per Ton	\$105.16
Yardwaste		Per Ton	\$130.28	Per Ton	\$130.28
Wood Waste (Clean)		Per Ton	\$130.28	Per Ton	\$130.28
		Per Ton		Per Ton	
Inerts (Dirt, Concrete, Rock, Asphalt)		Per Ton	\$59.22	Per Ton	\$59.22
Electronic Waste	Included in the Operating Cost of the TS/MRF	Per Ton	\$0-	Per Ton	\$0-
Universal Waste (Fluorescent Tubes & Batteries)	Included in the Operating Cost of the TS/MRF	Per Ton	\$0-	Per Ton	\$0-
Tires		Each	\$8.30	Each	\$8.30
Yardwaste		Per Ton	\$130.28	Per Ton	\$130.28
Food Waste (Agricultural)		Per Ton	\$130.28	Per Ton	\$130.28

Effective August 9, 2016					
Allied Waste Rates to the County For Operation, Transferring and Processing of Municipal Solid Waste at the Pescadero Transfer Station					
Service:		Minimum		Maximum	
		3-Days a week Operation		5-Days a week Operation (Subject to prior approval by the County)	
Variable Transfer & Processing Costs Per Ton for Providing Recycling Services at TS/MRF		Unit	Rate to County per Unit Cost for Processing Recyclables	Unit	Rate to County per Unit Cost for Processing Recyclables
Waste Oil/Filters	Included in the Operating Cost of the TS/MRF	Each	\$0-	Each	\$0-
Latex Paint	Included in the Operating Cost of the TS/MRF	Lb	\$0-	Lb	\$0-

*The Rate per Ton for Mattress/Box Springs shall be as stated while Allied Waste Industries participates in the Mattress Recycling Council Collection Program (Program). During Allied Waste Industries' participation in the Program the public gate fees for Mattress/Box Springs must be waived as condition of the Program. Should Allied Waste Industries cease to participate in the Program during the term of the Amendment, the Rate per Ton for Mattress/Box Springs shall be \$105.16 Per Ton for the Minimum and Maximum Services stated above.

