

**SEVENTH AMENDMENT  
SOLID WASTE COLLECTION FRANCHISE AGREEMENT  
FOR THE UNINCORPORATED ARCATA AREA OF THE COUNTY OF HUMBOLDT**

This Seventh Amendment to the Solid Waste Collection Franchise Agreement dated June 28, 2011, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Arcata Garbage Company, Inc., a California corporation, hereinafter referred to as "CONTRACTOR," shall be effective as of, July 1, 2016.

**RECITALS**

WHEREAS, on June 28, 2011, COUNTY and CONTRACTOR entered into a Solid Waste Collection Franchise Agreement ("Franchise Agreement") for the handling and disposal of solid waste in the unincorporated Arcata area of Humboldt County for the period of July 1, 2011 to June 30, 2021; and

WHEREAS, the Franchise Agreement and State law allow for the adjustment of rates charged by CONTRACTOR for the handling of solid waste and provision of curbside recycling services pursuant to said Franchise Agreement, as well as annual index-based adjustments, changes in the franchise fee and/or the recycling percentage and changes in disposal and/or processing costs; and

WHEREAS, the parties desire to amend the Franchise Agreement in order to adjust the rates charged by CONTRACTOR and modify the Quarterly and Annual Franchise Report Forms, which are currently attached to the Franchise Agreement as Exhibit A, to include data required of all California jurisdictions by CalRecycle.

NOW THEREFORE, the parties mutually agree as follows:

1. The rates which may be charged by CONTRACTOR pursuant to Section 14 of the Franchise Agreement shall be as shown in the modified versions of Exhibit B-2 – Arcata Area Franchise Rates – Special Services and Exhibit B-3 – Arcata Area Franchise Rates – Recycling, which are attached hereto and incorporated herein by reference. Such rates shall supersede and replace all prior rates set forth in the Franchise Agreement, and all previous amendments thereto, as of the effective date of this Seventh Amendment.
2. The Franchise Agreement is hereby amended to delete Exhibit A – Solid Waste Collection Quarterly and Annual Franchise Reports referenced in Section 4(B)(ii) and replace it in its entirety with the revised Solid Waste Collection Quarterly and Annual Franchise Reports that are attached hereto as Exhibits A-1 and A-2 and incorporated herein by reference. The modified versions of the Solid Waste Collection Quarterly and Annual Franchise Reports attached hereto shall supersede any and all prior versions thereof as of the effective date of this Seventh Amendment.
3. Section 5(A)(vi) – County Bin Service is hereby added to the Franchise Agreement as follows:

**Section 5(A)(vi.) County Bin Service.** CONTRACTOR shall provide COUNTY, at no additional cost, with up to two (2) rentals per Rate Year of 18-cubic-yard bins, not to exceed a maximum of 1.818 tons per bin, to be used for neighborhood clean-up. This service shall include the rental cost of each bin for a period of two (2) days, delivery and pick-up of bins and disposal of up to 1.818 tons of the waste placed per bin which shall also be at no additional cost to COUNTY. COUNTY shall provide at least one week's notice to CONTRACTOR regarding the need for, and delivery location of, such bins. Unused rentals may not be carried forward to a subsequent Rate Year.

4. Except as modified herein, the Franchise Agreement dated June 28, 2011, as previously amended, shall remain in full force and effect. In the event of a conflict between the provisions of this Seventh Amendment and the original Franchise Agreement, or any prior amendments thereto, the provisions of this Seventh Amendment shall govern.


IN WITNESS WHEREOF, the parties hereto have entered into this Seventh Amendment as of the dates indicated below.

*TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:*


*(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND*

*(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.*

**ARCATA GARBAGE COMPANY, INC.**


By:   
Ricardo E. Fusi, President

Date: 5-25-16

By:   
Ryan E. Fusi, Secretary

Date: 5-25-16

**COUNTY OF HUMBOLDT:**

By:   
Mark Lovelace  
Chair, Board of Supervisors

Date: 6/21/16

**INSURANCE CERTIFICATES APPROVED:**

By:   
Risk Management

Date: 6/9/16

**COUNTY OF HUMBOLDT  
SOLID WASTE COLLECTION ANNUAL FRANCHISE REPORT**

**Exhibit A**

Calendar Year (YYYY) \_\_\_\_\_

(Due April 1 following Calendar Year)

**CONTRACTOR INFORMATION**

Franchise Area \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State, Zip Code \_\_\_\_\_  
 Contact Name \_\_\_\_\_  
 Phone Number \_\_\_\_\_  
 Fax Number \_\_\_\_\_  
 E-mail Address \_\_\_\_\_

**FRANCHISE TONNAGE**

	Residential	Commercial	Total	Destination Facilities
Solid Waste				
Recycling & OCC				
C&D Recycling				
Green Waste				
E-waste				
White Goods				
Foodwaste				
Sludge				
Ash				

**SELF-HAULED TONNAGE TO CONTRACTOR'S SEPARATE FACILITY**

	Total	Destination	How is it processed?
Solid Waste			
CRV			
C&D Recycling			
Green Waste			
e-waste			
used oil			
oil filters			
Non-CRV mixed recyclables			
OCC			
White Goods			
Other Metals			
Carpet			
Mattresses			

**Add additional diverted materials and tonnages on separate sheets.**

**NUMBER OF FRANCHISE ACCOUNTS SERVED - SOLID WASTE**

Can: Residential/Comm: Monthly Service	Large Container: Monthly Service
20 Gallon	1 CY
30 Gallon	1.5 CY

32 Gallon  
 40 Gallon  
 45 Gallon  
 48 Gallon  
 55 Gallon  
 60 Gallon  
 64 Gallon  
 90 Gallon  
 93 Gallon  
 96 Gallon  
 Occasional 30-Gallon  
 Prepaid bags  
 "Blue-Bag"


2 CY  
 2.5 CY  
 3 CY  
 4 CY  
 5 CY  
 6 CY  
 7 CY  
 8 CY  
 10 CY  
 14 CY  
 15 CY  
 18 CY  
 20 CY


Large Container: Monthly Service

30 CY  
 40 CY


Large Container: On-call Pick Up

1 CY  
 1.5 CY  
 2 CY  
 2.5 CY  
 3 CY  
 4 CY  
 5 CY  
 6 CY  
 7 CY  
 8 CY  
 10 CY  
 14 CY  
 15 CY  
 18 CY  
 20 CY  
 30 CY  
 40 CY


Large Container: On-call Pick-Up

5 YD  
 14 YD Covered  
 14 YD Uncovered  
 18 YD Covered  
 18 YD Uncovered  
 20 YD  
 40 YD Uncovered


**NUMBER OF FRANCHISE ACCOUNTS SERVED - RECYCLING**

Residential Commercial

Mixed Recycling  
 Cardboard Only


	# Commercial Solid Waste Accounts (4+ cu yds/wk)
	# of above Commercial Solid Waste Accounts (4+ cu yds/wk) with Curbside Recycling Service
	# Multi-Family Solid Waste Accounts (5+ units)
	# of above Multi-Family Solid Waste Accounts (5+ units) with Curbside Recycling Service

**NUMBER OF FRANCHISE ACCOUNTS SERVED - \*Organics**

Residential Commercial

\*AB1826 organic waste types: foodwaste, greenwaste, landscape & pruning waste, non-hazardous wood waste &

Food waste w/soiled paper  
 Green/yard/prune waste  
 Non-haz wood waste  
 Total


food soiled paper mixed with foodwaste

	# Commercial Solid Waste Accounts (generating 8+ cu yds/wk of organics) in effect(April 1 2016)
	# Commercial Solid Waste Accounts (generating 4+ cu yds/wk of organics) in effect (January 1 2017)
	# of above Commercial Solid Waste Accounts (8+ cu yds/wk) with Organics Recycling Service
	# Multi-Family Solid Waste Accounts (5+ units)
	# of above Multi-Family Solid Waste Accounts (5+ units) with Organics Recycling Service

How many times have you provided info about AB 341 to applicable customers?

If applicable, please describe, or attach copy of info provided.

How many times have you provided info about AB 1826 to applicable customers?

If applicable, please describe, or attach copy of info provided.

**NUMBER OF FRANCHISE ACCOUNTS SERVED - GREEN WASTE**

	Residential	Commercial
Green Waste		
Rate?		

**DIVERSION PROGRAMS**

Describe any new waste diversion programs begun in the past year:

Describe any waste diversion programs discontinued in the past year:

Describe any economic incentives for diversion programs:

**Large=over 2,000 people**

**Large Events Served:**

Materials Collected

CRV

Non-CRV

OCC

Compostables

Total

Tons	Tons	Tons	Tons	Tons

Add additional sheets as necessary

	Y/N: Recycling Bundled with Solid Waste Fee?
	Y/N: Recycling Fee Separate from Solid Waste Fee?
	Y/N: Bulky Item Pick Up Service?

**GROSS FRANCHISE RECEIPTS - SOLID WASTE**

Can: Res & Comm.

Monthly

20 Gallon	
30 Gallon	
32 Gallon	
40 Gallon	
45 Gallon	
48 Gallon	
55 Gallon	
60 Gallon	
64 Gallon	
90 Gallon	
93 Gallon	
96 Gallon	
Occasional 30-Gallon	
Prepaid bags	
"Blue-Bag"	
Total	

Large Container:

Monthly

1 CY	
1.5 CY	
2 CY	
2.5 CY	
3 CY	
4 CY	
5 CY	
6 CY	
7 CY	
8 CY	
10 CY	
14 CY	
15 CY	
18 CY	
20 CY	
30 CY	
40 CY	
Total	

Large Container:

Pick-up

1 CY	
1.5 CY	
2 CY	
2.5 CY	
3 CY	
4 CY	
5 CY	
6 CY	
7 CY	
8 CY	
10 CY	
14 CY	
15 CY	
18 CY	
20 CY	
30 CY	
40 CY	
Total	

Large Container:

Pick-up

5 YD	
14 YD Covered	
14 YD Uncovered	
18 YD Covered	
18 YD Uncovered	
20 YD	
40 YD Uncovered	
Total	

**SUMMARY OF SERVICE COMPLAINTS**

Type of Complaint:	Total
Missed Pick-up	
Excessive Noise	
Spilled Garbage	

Other (describe):  
 \_\_\_\_\_

**NARRATIVE SUMMARY OF PROBLEMS**

(Describe problems encountered and actions taken with recommendations for County, as appropriate)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**SUMMARY OF HAZARDOUS WASTE TRAINING**

Course Title	Number of Employees Trained	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**NUMBER OF NON-COLLECTION TAGS ISSUED**

(Provide number of tags issued by reason for each quarter)

	Total
Hazardous Waste	
Improper Location	
Other (describe):	

**COLLECTION VEHICLE LOCATION**

(Provide address of each terminal that houses collection vehicles serving the County franchise area)

Address \_\_\_\_\_  
 City, State, Zip Code \_\_\_\_\_

Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_

Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_

Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_

ADDITIONAL INFORMATION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned, under penalty of perjury, states that the information listed on the above Annual Franchise Report are true and correct.

The undersigned, under penalty of perjury, also states that all tonnages collected and accepted are reported here, that they are reported to receiving landfills, by jurisdiction of origin, and that they are reported to HWMA for use in disposal reporting on behalf of Humboldt County

\_\_\_\_\_  
Name of Preparer and Date

\_\_\_\_\_  
Signature

Form Revised/Effective 7/1/16



**COUNTY OF HUMBOLDT  
SOLID WASTE COLLECTION QUARTERLY FRANCHISE REPORT**

**Exhibit A**

Quarter \_\_\_\_\_  
(Due by the 15th day of the second month following the end of each calendar quarter.)

**COUNTY OF HUMBOLDT**

**QUARTERLY FRANCHISE REPORT**

Franchise Area \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State, Zip Code \_\_\_\_\_  
 Contact Name \_\_\_\_\_  
 Phone Number \_\_\_\_\_  
 Fax Number \_\_\_\_\_  
 E-mail Address \_\_\_\_\_

**FRANCHISE TONS COLLECTED**

Franchise Area (Location)			
Solid Waste			
Ash			
E-waste			
Food Waste			
Greenwaste			
Mixed Recyclables			
OCC			
Sludge			
Wood Waste			
Total			

Add additional pages as necessary to report all collected materials that are not landfilled

**PUBLIC SELF-HAUL TONS ACCEPTED AT CONTRACTOR'S FACILITY OR SEPARATE FACILITY**

Location/s >>>>>>>>>>			
Solid Waste			
Facility			
SWIS			
Ash			
CRV			
E-waste			
Food Waste			
Greenwaste			
Mixed Recyclables			
OCC			
Sludge			
Wood Waste			

Total 

--	--	--	--

**Add additional pages as necessary to report all accepted materials that are not landfilled.**

Do you provide info about AB 341 to applicable customers?

\_\_\_\_\_  
If applicable, please describe, or attach copy of info provided.

\_\_\_\_\_  
Do you provide info about AB 1826 to applicable customers?

\_\_\_\_\_  
If applicable, please describe, or attach copy of info provided.

ADDITIONAL INFORMATION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
The undersigned, under penalty of perjury, states that the information listed on the above Quarterly Franchise Report and gross receipts reported on a monthly basis are true and correct.

The undersigned, under penalty of perjury, also states that all tonnages collected and accepted are reported here, that they are reported to receiving landfills, by jurisdiction of origin, and that they are reported to HWMA for use in disposal reporting on behalf of Humboldt County.

\_\_\_\_\_  
Name of Preparer and Date

\_\_\_\_\_  
Signature

**EXHIBIT B-2: ARCATA AREA FRANCHISE RATES**  
EFFECTIVE JULY 1, 2016

A Type of Service	B		C		D Disposal \$ 129.01	E Sub- Total	F Franchise Fee 9%	G Total Rate	H Frequency of Service
	7/1/2015		7/1/16 Base Rate CPI Adj./Comm. Cleanup 0.006760497						
<b>TOTE CANS</b>									
<b>MONTHLY SERVICE</b>									
30 Gallon Can	\$	14.85	\$	15.08	\$	8.39	\$	23.47	\$ 2.32 \$ 25.79 Weekly
60 Gallon Can	\$	29.71	\$	30.04	\$	16.77	\$	46.81	\$ 4.63 \$ 51.44 Weekly
90 Gallon Can	\$	44.57	\$	45.00	\$	25.16	\$	70.16	\$ 6.94 \$ 77.10 Weekly
On-Call Service	\$	3.63	\$	3.78	\$	1.94	\$	5.72	\$ 0.57 \$ 6.29 Per pick up
Excess charge up to 30 gallons	\$	3.63	\$	3.78	\$	1.94	\$	5.72	\$ 0.57 \$ 6.29 Per pick up
<b>BINS</b>									
<b>MONTHLY SERVICE</b>									
1.0 yard	\$	117.59	\$	118.51	\$	56.46	\$	174.98	\$ 17.31 \$ 192.28 Weekly
1.5 yard	\$	121.18	\$	122.13	\$	84.70	\$	206.82	\$ 20.46 \$ 227.28 Weekly
2.0 yard	\$	124.92	\$	125.89	\$	112.93	\$	238.82	\$ 23.62 \$ 262.44 Weekly
<b>ON-CALL</b>									
1.0 yard	\$	32.43	\$	32.78	\$	13.03	\$	45.81	\$ 4.53 \$ 50.34 Plus \$21.68 delivery charge per pick up
1.5 yard	\$	34.35	\$	34.71	\$	19.55	\$	54.26	\$ 5.37 \$ 59.62 Plus \$21.68 delivery charge per pick up
2.0 yard	\$	36.24	\$	36.62	\$	26.06	\$	62.68	\$ 6.20 \$ 68.87 Plus \$21.68 delivery charge per pick up
5.0 yard	\$	106.02	\$	106.87	\$	65.15	\$	172.02	\$ 17.01 \$ 189.03 Per pick-up .51 tons
	\$	12.83	\$	12.92	\$	129.01	\$	141.93	\$ 141.93 Addl. per ton over .51 tons
10 yard	\$	118.04	\$	118.97	\$	130.30	\$	249.27	\$ 24.65 \$ 273.92 Per pick-up 1.01 tons
	\$	12.83	\$	12.92	\$	129.01	\$	141.93	\$ 141.93 Addl. per ton over 1.01 tons
14 yard	\$	127.66	\$	128.65	\$	182.42	\$	311.07	\$ 30.77 \$ 341.84 Per pick-up 1.414 tons
	\$	12.83	\$	12.92	\$	129.01	\$	141.93	\$ 141.93 Addl. per ton over 1.414 tons
14 yard uncovered	\$	127.66	\$	128.65	\$	182.42	\$	311.07	\$ 30.77 \$ 341.84 Per pick-up 1.818 tons
	\$	12.83	\$	12.92	\$	129.01	\$	141.93	\$ 141.93 Addl. per ton over 1.818 tons
18 yard	\$	221.37	\$	223.00	\$	234.54	\$	457.54	\$ 45.25 \$ 502.79 Per pick-up 1.818 tons
	\$	12.83	\$	12.92	\$	129.01	\$	141.93	\$ 141.93 Addl. per ton over 1.818 tons
18 yard uncovered	\$	221.37	\$	223.00	\$	234.54	\$	457.54	\$ 45.25 \$ 502.79 Per pick-up 1.818 tons
	\$	12.83	\$	12.92	\$	129.01	\$	141.93	\$ 141.93 Addl. per ton over 1.818 tons
30 yard	\$	273.68	\$	275.66	\$	390.90	\$	666.56	\$ 65.92 \$ 732.48 Per pick-up 3.03 tons
	\$	12.83	\$	12.92	\$	129.01	\$	141.93	\$ 141.93 Addl. per ton over 3.03 tons
40 yard	\$	402.42	\$	405.27	\$	521.20	\$	926.47	\$ 91.63 \$ 1,018.10 Per pick-up 4.04 tons
	\$	12.83	\$	12.92	\$	129.01	\$	141.93	\$ 141.93 Addl. per ton over 4.04 tons

**EXHIBIT B-2: ARCATA AREA FRANCHISE RATES**

EFFECTIVE JULY 1, 2016

**SPECIAL SERVICES**

Side-yard service: Add **\$4.52** per month

Bulky Waste Collection: Current Disposal Rate Plus Per Hour Rate

Per Hour Rate (one man, one can): \$ **76.45**

**OR** Per Cubic Yard Pickup: \$ **33.20** whichever is greater  
\$ 17.18 base + \$ 13.03 disposal + \$ 2.99 franchise fee

Load Mile Rate \$ **5.48**

**EXHIBIT B-3: ARCATA AREA FRANCHISE RATES - RECYCLING (SINGLE STREAM / HWMA PROCESSING & TIPPING SITE)**  
 EFFECTIVE JULY 1, 2016

A	B	H
Type of Service	Total Rate	Frequency of Service
<b>CONTAINER</b>		
<b>BI-WEEKLY SERVICE</b>		
90 Gallon Toter	\$ 7.51 /Month	Bi-Weekly
1.0 yard Bin	\$ 16.67 /Month	Bi-Weekly
1.5 yard Bin	\$ 25.01 /Month	Bi-Weekly
2.0 yard Bin	\$ 33.34 /Month	Bi-Weekly



ARCAT-5

OP ID: CI

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Anderson Robinson Starkey Insurance Agency Inc. P O Box 1105 Arcata, CA 95518-1105	CONTACT NAME: <b>Cindy Michel</b>
	PHONE (A/C No. Ext): <b>707-822-7251</b> FAX (A/C No): <b>707-826-9021</b>
	E-MAIL ADDRESS: <b>cmichel@ars-insurance.com</b>
	INSURER(S) AFFORDING COVERAGE
INSURED <b>Arcata Garbage Company, Inc.</b> Rick Fusi 30 South G Street Arcata, CA 95521	INSURER A: <b>Granite State Insurance Co</b> NAIC # <b>23809</b>
	INSURER B: <b>New Hampshire Insurance Co</b> NAIC # <b>23841</b>
	INSURER C: <b>National Union Fire Ins. Co.</b> NAIC # <b>19445</b>
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	02LX01174072030	04/18/2016	04/18/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ex. 3024)(3025) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	01CA0190492693	04/18/2016	04/18/2017	COMBINED SINGLE LIMIT (Ex. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			29UD0428647613	04/18/2016	04/18/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder as shown below is reflected as Additional Insured with Waiver of Subrogation per attached forms 61712 (08/07) and CG2404 05 09 for general liability and 90812 (10/06) and 62897 (6/95) for business auto coverage with pollution liability-broadened coverage per form CA9948 03 06 attached.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
HUMBCOD  The County of Humboldt, its Officers, Employees and Agents 3033 H Street, Rm 17 Eureka, CA 95501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Cindy Michel</i>

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. forms a part of  
policy No. 02LX01174072030 issued to ARCATA GARBAGE COMPANY, INC  
by

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SECTION II - WHO IS AN INSURED**, is amended to read:

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.

\_\_\_\_\_  
Authorized Representative or  
Countersignature (in States Where  
Applicable)

ARCATA GARBAGE COMPANY, INC  
POLICY NUMBER: 02LX01174072030

COMMERCIAL GENERAL LIABILITY  
CG 24.04.05 09

### WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Person Or Organization:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph B, Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



POLICY # 01CA0190492693

ARCATA GARBAGE COMPANY, INC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED -- WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- TRUCKERS' COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 04/16/2016	Countersigned By:
Named Insured: Arcata Garbage Company, Inc	(Authorized Representative)

The WHO IS AN INSURED provision is amended to include as an "insured" any person or organization for whom you agreed in a written contract, written agreement, or written permit to provide such coverage as is afforded under this policy, but only as respects the use of a covered "auto".

This provision does not apply:

- a. Unless the written contract or agreement has been executed or the permit has been issued prior to the "accident" which caused the "bodily injury" or "property damage" to which this coverage applies;
- b. To any person or organization included as an "insured" by an endorsement in the Declarations;
- c. To any lessor of "autos":
  - (1) After the lease expires; or
  - (2) If the "bodily injury" or "property damage" arises out of the sole negligence of the lessor; or
- d. To any contract or agreement for professional services.

The insurance provided by this endorsement will not exceed the lesser of:

- a. The coverage and/or limits of this policy; or
- b. The coverage and/or limits required by said contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 04/18/2016 forms a part of  
Policy No. 01CA0190492693 Issued to Arcata Garbage Company, Inc. By

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, S. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovered funds obtained by any injured employee.

AUTHORIZED REPRESENTATIVE

62897 (6/95)

Arcata Garbage Company, Inc

Policy Number: 01CA0190492893

COMMERCIAL AUTO  
CA 99 48 03 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**POLLUTION LIABILITY - BROADENED COVERAGE  
FOR COVERED AUTOS - BUSINESS AUTO,  
MOTOR CARRIER AND TRUCKERS COVERAGE FORMS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. Liability Coverage is changed as follows:**

1. Paragraph a. of the Pollution Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph A.1. above, Exclusion B.6. Care, Custody Or Control does not apply.

**B. Changes in Definitions**

For the purposes of this endorsement, Paragraph D. of the Definitions Section is replaced by the following:

- D. "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants";

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
10/02/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Anderson Robinson Starkey Insurance Agency Inc. P O Box 1105 Arcata, CA 95518-1105		CONTACT NAME: <b>Cindy Michel</b> PHONE (A/C, No, Ext): <b>707-822-7251</b> FAX (A/C, No): <b>707-826-9021</b> E-MAIL ADDRESS: <b>cmich@ars-insurance.com</b>	
INSURED Arcata Garbage Company, Inc. Rick Fusi 30 South G Street Arcata, CA 95521		INSURER(S) AFFORDING COVERAGE INSURER A: <b>State Compensation Ins. Fund</b> NAIC # <b>35076</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X 907318415	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 As required by contract, waiver of subrogation applies as per attached  
 Waiver of Subrogation endorsement #2570.

<b>CERTIFICATE HOLDER</b>  COUNTYH County of Humboldt, its Officers, Agents & Employees 3033 H Street, Rm 17 Eureka, CA 95501	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Cindy Michel</i>
---	---

ENDORSEMENT AGREEMENT



WAIVER OF SUBROGATION

REP 14  
9073184-15  
RENEWAL  
NA  
0-05-99-42  
PAGE 2 OF 3

HOME OFFICE  
SAN FRANCISCO

EFFECTIVE OCTOBER 1, 2015 AT 12.01 A.M.  
AND EXPIRING OCTOBER 1, 2016 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

ARCATA GARBAGE COMPANY  
30 S G ST  
ARCATA, CA 95521

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,  
IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND  
WAIVES ANY RIGHT OF SUBROGATION AGAINST,

COUNTY OF HUMBOLDT

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS  
POLICY IN CONNECTION WITH WORK PERFORMED BY,

ARCATA GARBAGE COMPANY

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN  
PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION  
OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE  
EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH  
EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

OCTOBER 5, 2015

*Kent R. Van Lan*  
AUTHORIZED REPRESENTATIVE

*Vernon Steiner*  
PRESIDENT AND CEO

**Continuation Certificate**

**The Hartford Insurance Group**

Surety - Miscellaneous

The Hartford Fire Insurance Company, (hereinafter called the Company), hereby continues in force its Bond No. 72BSBAG9357 in the sum of Fifty Thousand (\$50,000.00) Dollars on behalf of ARCATA GARBAGE CO., INC. 30 South G Street, ARCATA, CA 95521 in favor of County of Humboldt for the (extended) term beginning on October 1, 2015 and ending on October 1, 2016. subject to all the covenants and conditions of said Bond, said Bond and this and all continuations thereof being one continuous contract.

This Continuation is executed upon the express condition that the Company's liability under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the sum of Fifty Thousand (\$50,000.00) Dollars.

IN WITNESS THEREOF, the Company has caused this instrument to be signed by its officers proper for the purpose and its corporate seal to be hereto affixed on August 13, 2015.

Hartford Fire Insurance Company

By: *Joelle L. LaPierre*  
 Joelle L. LaPierre, Attorney in Fact



Attest:

*Shelby Wiggins*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGEMENT OF SURETY

State of Florida  
County of Seminole

}

On August 13, 2015 before me, Kathleen G. Adams  
date here insert name and title of the officer  
personally appeared Joelle LaPierre, Attorney-in-Fact  
name(s) of signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kathleen G. Adams (Seal)



Direct Inquiries/Claims to:

**THE HARTFORD**

Bond T-4  
One Hartford Plaza  
Hartford, Connecticut 06155  
email: bond.claims@thehartford.com  
call: 888-266-3488 / fax: 860-757-5835

Agency Code: 72-252345

# POWER OF ATTORNEY

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint

Joelle L LaPierre  
of Lake Mary, Florida,

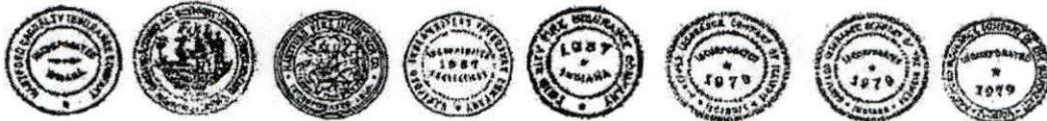
its true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. 72BSBAG9357

Naming ARCATA GARBAGE CO., INC. as Principal,  
and County of Humboldt as Obligee.

in the amount of See Bond Form(s) on behalf of Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Company on August 1, 2009, the Company has caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Company the Company hereby unambiguously affirms that it is and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 13, 2015.  
Signed and sealed at the City of Hartford,



*[Signature]*

Vice President

Vice President





Customer Service:  
1-866-486-7782

HUMBOLDT SANITATION INC  
ESCROW SOLID WASTE CONT HUM CO  
2585 CENTRAL AVE  
MCKINLEYVILLE CA 95519-3617

Last statement: March 31, 2016  
This statement: April 30, 2016

See how Umpqua associates give back at [umpquabank.com/connect](http://umpquabank.com/connect)

**MAIN STREET MONEY MARKET**

Account number	0992168880	Beginning balance	\$85,526.61
Low balance	\$85,526.61	Additions/Deposits	\$3.51
Average balance	\$85,526.61	Withdrawals/Subtractions	\$0.00
Interest paid year to date	\$14.17	Ending balance	\$85,530.12
Interest earned	\$3.51		

**Other Deposits/ Additions**

<u>Date</u>	<u>Description</u>	<u>Additions</u>
04-30	Interest Credit	3.51
<b>Total Other Deposits/ Additions</b>		<b>\$3.51</b>

**Daily Balances**

<u>Date</u>	<u>Balance</u>	<u>Date</u>	<u>Balance</u>
03-31	85,526.61	04-30	85,530.12

**Interest Information**

Annual percentage yield earned	.05%
Interest-bearing days	30
Average balance for APY	\$85,526.61
Interest earned	\$3.51
Interest paid year to date	\$14.17
Statement period	04/01 to 04/30

**Overdraft Fee Summary**

	<b>Total For This Period</b>	<b>Total Year-to-Date</b>
<b>Total Overdraft Fees</b>	\$0.00	\$0.00
<b>Total Returned Item Fees</b>	\$0.00	\$0.00

**Checks**

(\* Skip in check sequence, R-Check has been returned, + Electronified check)

Total Checks paid: 0 for **-\$0.00**