

**UPPER VALLEY WASTE MANAGEMENT AGENCY  
SECOND AMENDMENT TO  
AGREEMENT #95-06**

**CLOVER FLAT LANDFILL  
SOLID WASTE HANDLING  
FRANCHISE AGREEMENT**

**THIS SECOND AMENDMENT TO AGENCY AGREEMENT #95-06** is made and entered into this 19th day of MARCH, 2007, by and between the UPPER VALLEY WASTE MANAGEMENT AGENCY, a joint powers authority organized under the laws of the STATE OF CALIFORNIA, hereinafter referred to as "AGENCY" and CLOVER FLAT LANDFILL, a California corporation, hereinafter referred to as "CONTRACTOR".

**WHEREAS**, the AGENCY acts as a consolidated franchisor for solid waste handling services, including landfill disposal, throughout the AGENCY Service Area and sets rates for those solid waste handling services; and

**WHEREAS**, AGENCY and CONTRACTOR originally entered into Agreement #95-06 on September 25, 1995 for disposal at the Clover Flat Landfill of all garbage and rubbish collected within the AGENCY Service Area; and

**WHEREAS**, Agreement #95-06 was amended for a first time in 2005 with respect to the acceptance at Clover Flat Landfill of solid waste generated outside the service area and with respect to rates and rate setting methodology; and

**WHEREAS**, AGENCY and CONTRACTOR now desire to amend Agreement #95-06 for a second time to substantially revise the rate methodology which determines the rates charged for landfill disposal services at Clover Flat Landfill, extend the term of the franchise, and make certain other revisions to the franchise agreement; and

**WHEREAS**, this instrument is negotiated and executed by the parties hereto pursuant to the authority conferred on local agencies by Public Resources Code Sections 40059, et seq., to provide for solid waste handling services on an exclusive or non-exclusive basis and with or without competitive bidding, which has been delegated to AGENCY by the JOINT POWERS AGREEMENT pursuant to Government Code section 6500 et seq.

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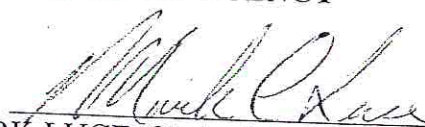
NOW, THEREFORE, AGENCY AND CONTRACTOR AGREE as follows:


1. The foregoing recitals are true and correct.
2. AGENCY AGREEMENT #95-06 is hereby amended for a second time to read in full as set forth in Exhibits A through D as attached hereto.
3. This Second Amendment to AGENCY AGREEMENT #95-06 shall be effective as of May 1, 2007.
4. Nothing in this AGREEMENT is intended to impair the right of an individual MEMBER to contract separately with CONTRACTOR or any other person or entity for services other than those described in this AGREEMENT, as long as the rates for those services are reviewed and set by AGENCY.

IN WITNESS WHEREOF, this AGREEMENT is executed by the parties hereto as of the date first above written.

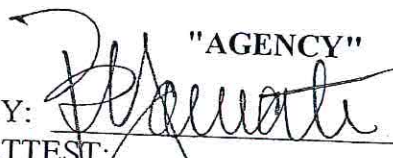
UPPER VALLEY WASTE  
MANAGEMENT AGENCY

CLOVER FLAT LANDFILL, INC.

BY:   
MARK LUCE, Chair of the Board of  
Directors of the Upper Valley Waste  
Management Agency

BY:   
Title: President

BY:   
Title: Vice President

"AGENCY"  
BY:   
ATTEST:  
BELINDA YAMATE, Secretary to the  
Board of Directors

"CONTRACTOR"  
BY:   
APPROVED AS TO FORM:  
ROBERT PAUL, Agency Legal Counsel