

**THIRD AMENDMENT TO THE TRANSFER STATION AGREEMENT  
BETWEEN THE CITY OF FREMONT AND BLT ENTERPRISES OF FREMONT,  
LLC FOR RECYCLABLES DIVERSION AND TRANSFER SERVICES DATED  
APRIL 20, 2004**

1. WHEREAS, the City of Fremont, California ("City") and BLT Enterprises of Fremont, LLC, ("Contractor") have entered into the Agreement described in the title (the "Transfer Station Agreement"); and
2. WHEREAS, the City and Contractor have entered into a separate agreement entitled "Agreement between the City of Fremont and BLT Enterprises of Fremont, LLC for Curbside Recyclable Materials and Curbside Organic Waste Services (the "Recyclables Agreement"); and
3. WHEREAS, the Transfer Station Agreement Section provides in the event Contractor Accepts Mixed Municipal Waste from Approved Users that the City has the right to set, and BLT has the obligation to pay City Imposed Fees to City; and
4. WHEREAS, Union City and Newark plan to enter into an Agreement with Contractor for use of the Transfer Station for a thirty year term; and
5. WHEREAS, Union City, Newark and Self Haulers from the Tri-Cities are expected to be Approved Users, subject to City reviewing and approving the service agreement between Union City, Newark and Contractor and Union City, Newark and the Contractor executing said service agreement; and
6. WHEREAS, as a result of negotiations with Union City and Newark, the cities have agreed on a City imposed fee (host fee) of \$6.87 per ton, adjustable by CPI on a biennial basis; and
7. WHEREAS, City will also impose a host fee on all Self Haulers using the Transfer Station Facility in the amount of \$8.07 per ton which will bring the total Self-Haul rate at the Tri-Cities Recycling and Disposal Facility to \$72.48, and the total Self-Haul rate at the Altamont Landfill to 71.90 which will be reflected in Exhibit 2; and
8. WHEREAS, City and Contractor have agreed to make a change to the Contractor's service fee for City which will result in a rate of \$56.02 per ton for disposal at the Tri-Cities Recycling and Disposal Facility and 56.31 at the Altamont Landfill which will be reflected in Exhibit 1; and
9. WHEREAS, Contractor has agreed to donate Transfer and Disposal Services for five (5) City selected events.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, and for other good and valuable consideration, the City and Contractor do hereby amend the Transfer Station Agreement, First Amendment and Second Amendment through this Third Amendment as follows:

**1. Exhibit 1 and Exhibit 2 revisions.** Exhibit 1 (City of Fremont Mixed Municipal Waste Service Fee) and Exhibit 2 (Maximum Self Haul Service Fees) are hereby revised to reflect the changes in the compensation to Contractor, and incorporated herein. Revised Exhibit 1 reflects a reduced service fee since Newark and Union City will be using the Facility. Revised Exhibit 2 reflects a City Imposed Fee set by City on all Self Haul tonnage Delivered to the Facility from the Tri-Cities adjusted on a biennial basis by CPI. Revised Exhibit 1 includes a City Imposed Fee set by City and adjusted on a biennial basis by CPI on all tonnage Delivered from Union City and Newark as Approved Users, subject to City's review and approval of Union City's and Newark's service agreement with Contractor and the execution of said service agreement by Union City, Newark and the Contractor. City and Contractor agree that these revised rates are set and effective as of July 2, 2007.

**2. Article 1. Definitions** is hereby revised as follows:

**Approved Users** are public and/or private haulers approved by the City to Deliver Mixed Municipal Waste to the Facility. Approved Users include City Vehicles, City Collection Contractor (s) and Self Haulers Delivering Mixed Municipal Waste generated in the Tri-Cities. Approved Users will include Union City and Newark Vehicles and Collection Contractor (s) only after City has reviewed and approved in writing Union City's and Newark's service agreement with Contractor and said service agreement is executed by Union City and Newark and the Contractor pursuant to Section 6.07.

**City Imposed Fee(s)** means the per-Ton fee the Contractor shall pay the City for each Ton of Mixed Municipal Waste that is Accepted at the Facility from Approved Users.

**3. 6.05 City Compensation for Approved Users** is hereby revised as follows: Contractor shall be required to pay any City per-Ton City Imposed Fees for each Ton of Mixed Municipal Waste that is Accepted at the Facility from Approved Users calculated as set forth in this Amendment.

**4. 10.04 Adjustment of Maximum Self Haul Service Fees** is hereby revised to read as follows: The Maximum Self Haul Service Fees will be adjusted on the same calendar schedule as the Mixed Municipal Service Fees. The Maximum Self Haul Service Fees, exclusive of City per-Ton Imposed Fees, will be adjusted by the percentage change the Mixed Municipal Waste Service Fees were

adjusted for the same adjustment period. The adjustments shall be rounded to the nearest cent per Service Fees. *(The remainder of this paragraph is not revised)*

**5. 10.09 City Imposed Fees.** *(The first three sentences of Section 10.09 are deleted and replaced in their entirety as follows):* City may from time to time during the Term include City Imposed Fees on any Mixed Municipal Waste Service Fee collected from Approved Users, which shall be treated as Pass-Through Costs, to the Service Fees charged at the Facility and Contractor shall remit fees on a monthly basis. Although Contractor may charge the customers the City Imposed Fees on a per load basis, Contractor agrees to remit those fees to City on a per ton basis, as described in Exhibit 2. As of the execution date of this Third Amendment, the City Imposed fees shall be as specified in Exhibits 1 and 2 and they shall be adjusted from time to time only in accordance therewith. Any other fees, taxes, or charges imposed or established by the City of Fremont and received, directly or indirectly, by the City of Fremont related to or arising out of Municipal Solid Waste collected from Fremont, Union City and Newark Vehicles and collection contractors (for the purposes of this paragraph, the "City Parties") and delivered to the Transfer Station Facility shall be applied uniformly to the City Parties who deliver or cause to be delivered Mixed Municipal Waste to the Facility, and shall be used for purpose(s) directly related to the operation of the Facility that provide(s) a proportionate benefit to the City Parties using the Facility. The proportional benefit shall be determined based upon the most recent 12 months of available disposal tonnage. Said fees, taxes, or charges shall be considered a Pass-Through Cost. Subsequent to this initial setting of City Imposed Fees, City agrees to give Contractor Notice of any change in City Imposed Fees or Service Fees no later than thirty (30) Working Days prior to the Effective Date of the new Service Fees and City Imposed Fees. Notwithstanding the above limitations, the Contractor shall charge customers the City Imposed Fees as described upon proper notice by the City described above notwithstanding any claim by any other person that they have been set in contravention of this Agreement or any other agreement between the City of Fremont, Newark and/or Union City unless a court of competent jurisdiction shall have ordered otherwise. *(The remainder of this paragraph is not revised)*

**6. Section 10.18 is hereby added to read as follows: Donated Services.** Contractor agrees to donate all Transfer and Disposal services for Mixed Municipal Waste Delivered to the Facility for up to five (5) special events per year as selected by the City for a maximum of 200 tons per year annually. Contractor will Accept such special event material during regularly scheduled operating days. City agrees to make best efforts to direct all Recyclable Materials generated at such events to Contractor at the Facility.

**7. Terms**

All other terms in the Transfer Station Agreement and the First and Second Amendment not specifically amended by this Third Amendment shall remain in full force and effect. This Amendment is executed in three (3) duplicate originals, each of which is deemed to be an original.

IN WITNESS THEREOF, the Parties have executed this Third Amendment on the dates written below.

CITY:  
City of Fremont

CONTRACTOR:  
BLT ENTERPRISES  
OF FREMONT, LLC

By: Christine Daniel  
~~Fred Diaz~~ Christine Daniel  
Deputy City Manager

By: [Signature]

Date: 6-27-07

Date: 6/26/2007

Approved as to Form:

By: Harvey E. Levine  
Harvey E. Levine  
City Attorney

Date: 6/26/07

3<sup>ND</sup> AMENDMENT REVISION  
CITY OF FREMONT

MIXED MUNICIPAL WASTE SERVICE FEE  
JANUARY 2006 – DECEMBER 31, 2007

The Mixed Municipal Waste Service Fee and its components are presented in this Exhibit for four service fee scenarios related to the City of Fremont's Mixed Municipal Waste delivered to the Facility. All Mixed Municipal Waste Service Fee information shall be adjusted periodically in accordance with Section 10.03 of the Agreement.

Service Fee Component	City of Fremont's Mixed Municipal Waste Facility Fee Altamont Landfill Disposal			
	Fremont Only	Fremont and Newark	Fremont and Union City	Tri-Cities
Equipment component – transfer	1.67	1.67	1.67	1.67
Fixed component –other	13.26	13.11	12.29	12.20
Variable component – transfer	5.70	5.69	5.69	5.67
Variable component –other	6.78	5.11	5.43	5.07
Variable component – worker's compensation insurance	6.03	5.87	5.91	5.89
Fuel Component	1.15	1.15	1.15	1.15
Disposal Component*	20.65	20.63	20.63	20.59
Alameda County LEA inspection Fee	.12	.12	.12	.12
ACWMA Facility Operator's Fee	1.50	1.50	1.50	1.50
AC Household Hazardous Waste Fee	2.15	2.15	2.15	2.15
Fuel Tax – transfer	.30	.30	.30	.30
Proposed City Imposed Fee	n/a	n/a	n/a	n/a
Total Pass Through Component	4.07	4.07	4.07	4.07
<b>Total Service Fee/ Ton</b>	<b>\$59.31</b>	<b>\$57.30</b>	<b>\$56.84</b>	<b>\$56.31</b>

\*88% of negotiated disposal rate

Service Fee Component	City of Fremont's Mixed Municipal Waste Facility Fee Tri-Cities Recycling and Disposal Facility Disposal			
	Fremont Only	Fremont and Newark	Fremont and Union City	Tri-Cities
Equipment component – transfer	.82	.82	.82	.82
Fixed component –other	13.26	13.11	12.10	11.97
Fixed component – walking floor equipment surcharge	.58	.58	.58	.58
Variable component – transfer	2.78	2.76	2.76	2.76
Variable component –other	6.78	5.11	5.16	4.71
Variable component – worker's compensation insurance	6.03	5.87	5.88	5.87
Fuel Component	.57	.57	.57	.57
Disposal Component*	24.82	24.82	24.82	24.82
Alameda County LEA inspection Fee	.12	.12	.12	.12
ACWMA Facility Operator's Fee	1.50	1.50	1.50	1.50
AC Household Hazardous Waste Fee	2.15	2.15	2.15	2.15
Fuel Tax – transfer	.15	.15	.15	.15
Proposed City Imposed Fee	n/a	n/a	N/a	n/a
Total Pass Through Component	3.92	3.92	3.92	3.92
<b>Total Service Fee/ Ton</b>	<b>\$59.56</b>	<b>\$57.56</b>	<b>\$56.61</b>	<b>\$56.02</b>

\*94% of negotiated disposal rate

#### Miscellaneous Fees

Host Fee – franchise tonnage from Newark & Union City*	\$6.87 per ton
Host Fee – self haul tonnage charged per ton*	\$8.07/ton
Host Fee – self haul tonnage charged per load*	\$3.55/load
Contractor compensation for extended Facility Receiving Hours*	\$300.21 per hour
Amount regarded as Significant *	\$ 17,940.21
Report preparation costs considered in Section 8.11.b.3. *	\$ 6,004.14

| \*Adjusted by CPI as specified in Section 10

EXHIBIT 2  
 3rd AMENDMENT REVISION  
 MAXIMUM SELF-HAUL SERVICE FEES  
 ALTAMONT LANDFILL DISPOSAL  
 JANUARY 1, 2006 – DECEMBER 31, 2007

The maximum Self Haul Service Fees are presented in this Exhibit and shall be adjusted periodically in accordance with Section 10.04 of the Agreement.

	Unit	Base	Host Fee	Total Fee
Garbage (minimum charge) *	Load	\$ 28.26	\$ 3.55	\$ 31.81
Garbage	Ton	\$ 63.83	\$ 8.07	\$ 71.90
Green Waste/Wood Waste	Ton	\$ 62.57	\$ 8.07	\$ 70.64
Soil	Ton	\$ 62.57	\$ 8.07	\$ 70.64
ADC	Ton	\$ 62.57	\$ 8.07	\$ 70.64
Asphalt	Ton	\$ 62.57	\$ 8.07	\$ 70.64
Concrete	Ton	\$ 62.57	\$ 8.07	\$ 70.64
Concrete with Rebar	Ton	\$ 62.57	\$ 8.07	\$ 70.64
Demolition Debris	Ton	\$ 62.57	\$ 8.07	\$ 70.64
Compacted loads of Mixed Municipal Waste	Ton	\$ 63.83	\$ 8.07	\$ 71.90
Tree Stumps and Poles	Ton	\$ 62.57	\$ 8.07	\$ 70.64
Certificate of Destruction (documents)	Ton	\$ 62.89	\$ 8.07	\$ 70.96
Certificate of Destruction (condemned)	Ton	\$ 62.89	\$ 8.07	\$ 70.96
Tires (16 "or less)	Item*	\$5.75	N/A	\$5.75
Tires (>16" & < 21" )	Item*	\$11.50	N/A	\$11.50
Tires (Tractor/off road)	Item*	\$19.15	N/A	\$19.15
Tires (Bulk load)	Item*	\$11.50	N/A	\$11.50
White Goods – Base	Item*	\$7.06	N/A	\$7.06
White Goods – Freon Removal	Item*	\$21.20	N/A	\$21.20
White Good – Per Mercury Switch	Item*	\$5.00	N/A	\$5.00

\* Contractor may round maximum self haul service fee for permitted materials charged by type to the nearest whole dollar (upward or downward)

EXHIBIT 2  
 3rd AMENDMENT REVISION  
 MAXIMUM SELF-HAUL SERVICE FEES  
 TRI-CITIES RECYCLING AND DISPOSAL FACILITY  
 JANUARY 1, 2006 – DECEMBER 31, 2007

The maximum Self Haul Service Fees are presented in this Exhibit and shall be adjusted periodically in accordance with Section 10.04 of the Agreement.

	Unit	Base	Host Fee	Total Fee
Garbage (minimum charge) *	Load	\$ 28.52	\$ 3.55	\$ 32.07
Garbage	Ton	\$ 64.41	\$ 8.07	\$ 72.48
Green Waste/Wood Waste	Ton	\$ 63.15	\$ 8.07	\$ 71.22
Soil	Ton	\$ 63.15	\$ 8.07	\$ 71.22
ADC	Ton	\$ 63.15	\$ 8.07	\$ 71.22
Asphalt	Ton	\$ 63.15	\$ 8.07	\$ 71.22
Concrete	Ton	\$ 63.15	\$ 8.07	\$ 71.22
Concrete with Rebar	Ton	\$ 63.15	\$ 8.07	\$ 71.22
Demolition Debris	Ton	\$ 63.15	\$ 8.07	\$ 71.22
Compacted loads of Mixed Municipal Waste	Ton	\$ 64.41	\$ 8.07	\$ 72.48
Tree Stumps and Poles	Ton	\$ 63.15	\$ 8.07	\$ 71.22
Certificate of Destruction (documents)	Ton	\$ 63.47	\$ 8.07	\$ 71.54
Certificate of Destruction (condemned)	Ton	\$ 63.47	\$ 8.07	\$ 71.54
Tires (16 "or less)	Item*	\$5.75	N/A	\$5.75
Tires (>16" & < 21" )	Item*	\$11.50	N/A	\$11.50
Tires (Tractor/off road)	Item*	\$19.15	N/A	\$19.15
Tires (Bulk load)	Item*	\$11.50	N/A	\$11.50
White Goods – Base	Item*	\$7.06	N/A	\$7.06
White Goods – Freon Removal	Item*	\$21.20	N/A	\$21.20
White Good – Per Mercury Switch	Item*	\$5.00	N/A	\$5.00

\* Contractor may round maximum self haul service fee for permitted materials charged by type to the nearest whole dollar (upward or downward)