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LYON COUNTY, NEVADA

SOLID WASTE MANAGEMENT PLAN

DRAFTED: DECEMBER 2018

ADOPTED: XXXXX

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TABLE OF CONTENTS

SECTION 1 - JURISDICTION.....	1
1.1 INTRODUCTION.....	1
1.2 GEOGRAPHIC BOUNDARIES.....	1
1.3 INTERLOCAL AGREEMENTS.....	1
1.4 FRANCHISE AGREEMENTS.....	2
1.4.1 <i>Lyon County and Waste Management of Nevada, Inc.</i>	2
1.4.2 <i>City of Fernley and Waste Management of Nevada, Inc.</i>	2
1.4.3 <i>City of Yerington and D&S Waste Removal, Inc.</i>	2
SECTION 2 -SOLID WASTE COLLECTION AND TRANSPORTATION.....	4
2.1 LYON COUNTY.....	4
2.2 CITY OF FERNLEY.....	4
2.3 CITY OF YERINGTON.....	5
2.4 COMMUNITY CLEANUP.....	5
2.5 GOVERNING ORDINANCES.....	5
2.5.1 <i>Lyon County Code</i>	5
2.5.2 <i>City of Fernley Code</i>	6
SECTION 3 –SOLID WASTE GENERATION, DIVERSION, AND DISPOSAL.....	7
3.1 POPULATION PROJECTIONS.....	7
3.1 WASTE GENERATION PROJECTIONS.....	7
3.2 FUNDING.....	7
3.3 REGULATORY COMPLIANCE OF EXISTING FACILITIES.....	8
3.3.1 <i>Governing Ordinances</i>	8
3.4 UPGRADING OR CLOSING FACILITIES.....	9
SECTION 4 – SPECIAL WASTE MANAGEMENT	10
4.1 GENERAL:.....	10
4.2 MEDICAL WASTE:.....	10
4.3 DEAD ANIMALS:.....	10
4.4 LARGE APPLIANCES:.....	10
4.5 LIQUID WASTE AND SEWAGE SLUDGE AND SEPTAGE:.....	10
4.6 GREASE TRAPS AND SAND/OIL SEPARATOR:.....	11
4.7 PETROLEUM CONTAMINATED SOILS:.....	11
4.8 ASBESTOS:.....	11
4.9 DEBRIS MANAGEMENT:.....	11
SECTION 5 – ILLEGAL DUMPING AND LITTER	12
5.1 EXISTING LAWS:.....	12
5.2 ILLEGAL DUMPING AND ENFORCEMENT:.....	12
5.3 LITTER:.....	12
SECTION 6 - RECYCLING AND WASTE REDUCTION	13
6.1 EXISTING PROGRAMS/FACILITIES:.....	13
6.2 HOUSEHOLD HAZARDOUS WASTE:.....	13
APPENDIX A: FRANCHISE AGREEMENT: LYON COUNTY & WASTE MANAGEMENT OF NEVADA	14
APPENDIX B: SUBCONTRACT: WASTE MANAGEMENT OF NEVADA AND D&S WASTE REMOVAL	15

APPENDIX C: FRANCHISE AGREEMENT: CITY OF FERNLEY & TRASHPROS, LLC	16
APPENDIX D: ADDENDUM A & B TO FRANCHISE AGREEMENT: CITY OF FERNLEY AND TRASHPROS, LLC.....	17
APPENDIX E: FRANCHISE AGREEMENT: CITY OF YERINGTON AND D&S WASTE REMOVAL	18
APPENDIX F: LYON COUNTY CODE.....	19
APPENDIX G: CITY OF FERNLEY CODE	20
APPENDIX H: TRANSFER STATION TONNAGE 2013-2017	21
APPENDIX I: CITY OF YERINGTON CODE	22
APPENDIX J: SPECIAL WASTE DISPOSAL FEES.....	23

SECTION 1 - JURISDICTION

1.1 Introduction.

The Lyon County Solid Waste Management Plan was prepared pursuant to Nevada Administrative Code (NAC) 444.658. This section of NAC requires that each municipality submit a plan for approval to the Nevada Division of Environmental Protection (NDEP). The plan must be reviewed and updated as necessary, but not less often than once every five years. This management plan addresses the following items:

- Jurisdiction and Implementation
- Solid Waste Collection and Transportation
- Solid Waste Generation, Diversion, and Disposal
- Special Waste Management
- Litter and Illegal Dumping
- Recycling and Waste Reduction

1.2 Geographic Boundaries.

The Lyon County Solid Waste Management Plan includes all incorporated and unincorporated areas of Lyon County. A map of all county service areas is shown in Exhibit A: Lyon County Service Areas.

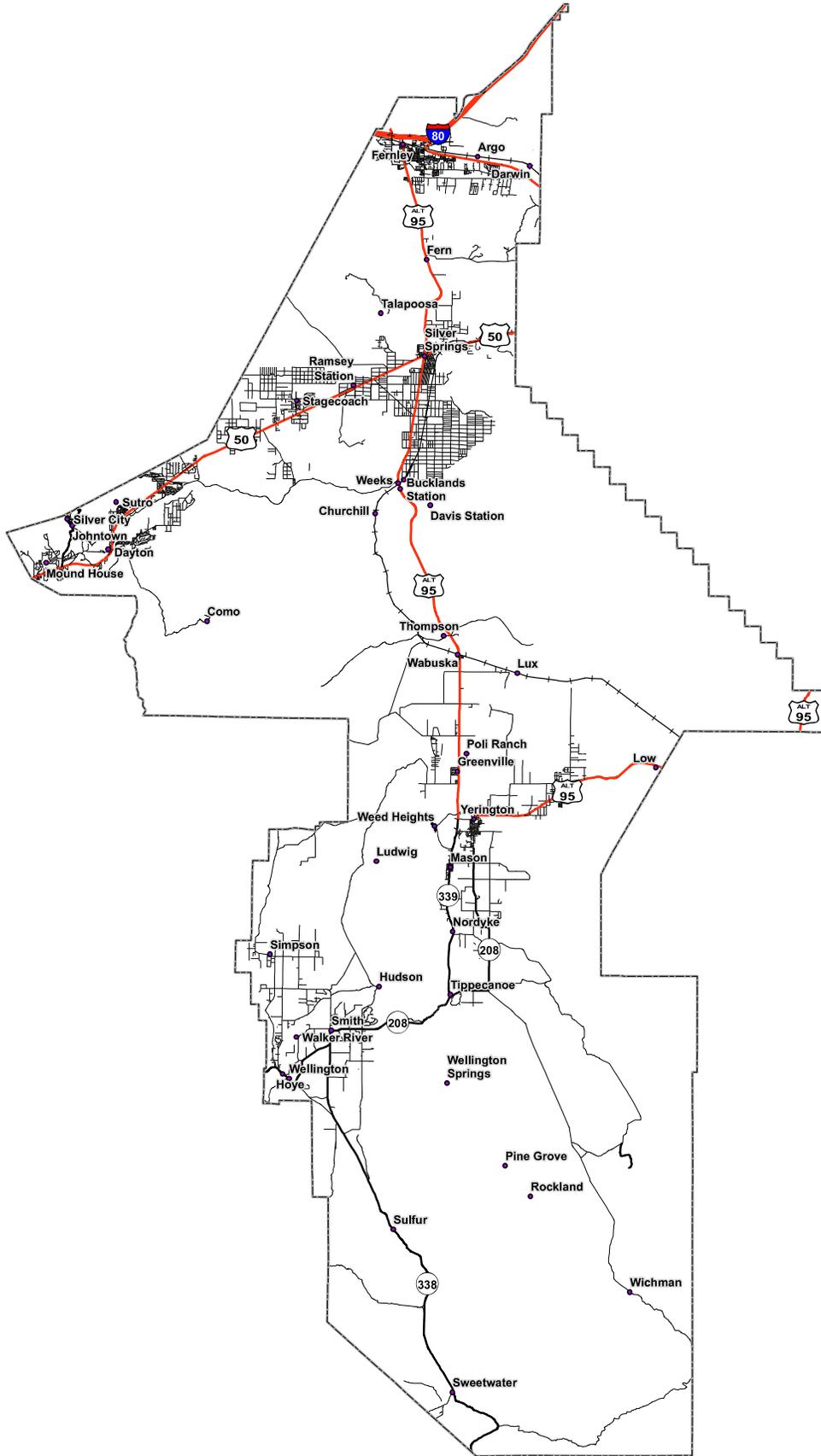
The Franchise area under the franchise agreement between Lyon County and Waste Management of Nevada, Inc. (WM) includes the unincorporated areas of the County including, but not limited to, Silver City, Mound House, Dayton, Eldorado Lakes, Dayton Valley, Mark Twain, Stagecoach, Silver Springs, Wabuska, Mason, Mason Valley, Smith, Wellington, and Smith Valley. This franchise agreement does not include the City of Yerington or Fernley.

The City of Fernley is served by WM under a franchise agreement between the City of Fernley and WM.

The City of Yerington is served by D&S Waste Removal (D&S) under a franchise agreement between the City of Yerington and D&S.

1.3 Interlocal Agreements.

There are no interlocal agreements regarding waste management. The County and the Cities of Fernley and Yerington franchise individually with private companies for waste management services.



The data contained herein does not represent survey information and should not be construed as a replacement for the authoritative source. No liability is assumed by Farr West Engineering, as to the sufficiency or accuracy of the data.



Exhibit A: Lyon County Service Areas

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1.4 Franchise Agreements.

Solid waste collection, transfer, and disposal are managed under the following franchise agreements between:

- i. Lyon County and Waste Management of Nevada, Inc.
- ii. The City of Fernley and Waste Management of Nevada, Inc.
- iii. The City of Yerington and D&S Waste Removal.

1.4.1 Lyon County and Waste Management of Nevada, Inc.

Lyon County developed a franchise agreement with Waste Management of Nevada, Inc (WM) in 1989 and later revised in 2009. The agreement grants WM the “exclusive duty, right, and privilege to collect, transfer, and dispose or otherwise handle all Solid Waste and other Waste materials generated, deposited, accumulated, or otherwise coming to exist in all residential premises, multifamily complexes, and commercial and industrial businesses within the unincorporated areas of Lyon County.” A copy of the franchise agreement and amendment can be referenced in Appendix A.

Under this franchise agreement, WM subcontracts D&S Waste Removal (D&S) all the rights, privileges, duties, and responsibilities of the franchise agreement for all accounts South of the Carson River at Weeks, Nevada including all of Mason Valley and Smith Valley. In the event there is an issue with waste management in the subcontracted area, the County or customer would first contact D&S to try to resolve the issue. If D&S was not complying with the terms of the agreement, then WM would be responsible for the issue. This subcontract can be referenced in Appendix B.

1.4.2 City of Fernley and Waste Management of Nevada, Inc.

In 2009, the City of Fernley entered into a franchise agreement with Trashpros LLC that granted the exclusive duty, right, and privilege of collecting, removing, transporting, disposing, or otherwise handling all single-family dwelling waste, generated, deposited, and accumulated from single family dwelling establishments within the City. The agreement requires all single-family dwellings located on two acres or less in the City to utilize the collection and container services provided through the franchisee. This franchise agreement can be referenced in Appendix C.

In 2012, Waste Management of Nevada, Inc. acquired Trashpros LLC and overtook the franchise agreement with the City of Fernley through Addendum A. Addendum B was made to the original agreement in 2013 and extended the expiration of the agreement to December 3, 2023. Addendum B also re-worded Section 3.05 of the original agreement to lay out future establishment of a transfer station in Fernley. Addenda A and B can be referenced in Appendix D.

1.4.3 City of Yerington and D&S Waste Removal, Inc.

The City of Yerington entered into a franchise agreement with D&S Waste Removal in March 2016 with a term of five years. The agreement grants the exclusive right for D&S to “collect and haul for hire over the streets and alleys of the City all garbage collected

from public and private customers located within the corporate limits of the City.” This franchise agreement can be referenced in Appendix E.

SECTION 2 -SOLID WASTE COLLECTION AND TRANSPORTATION

2.1 Lyon County.

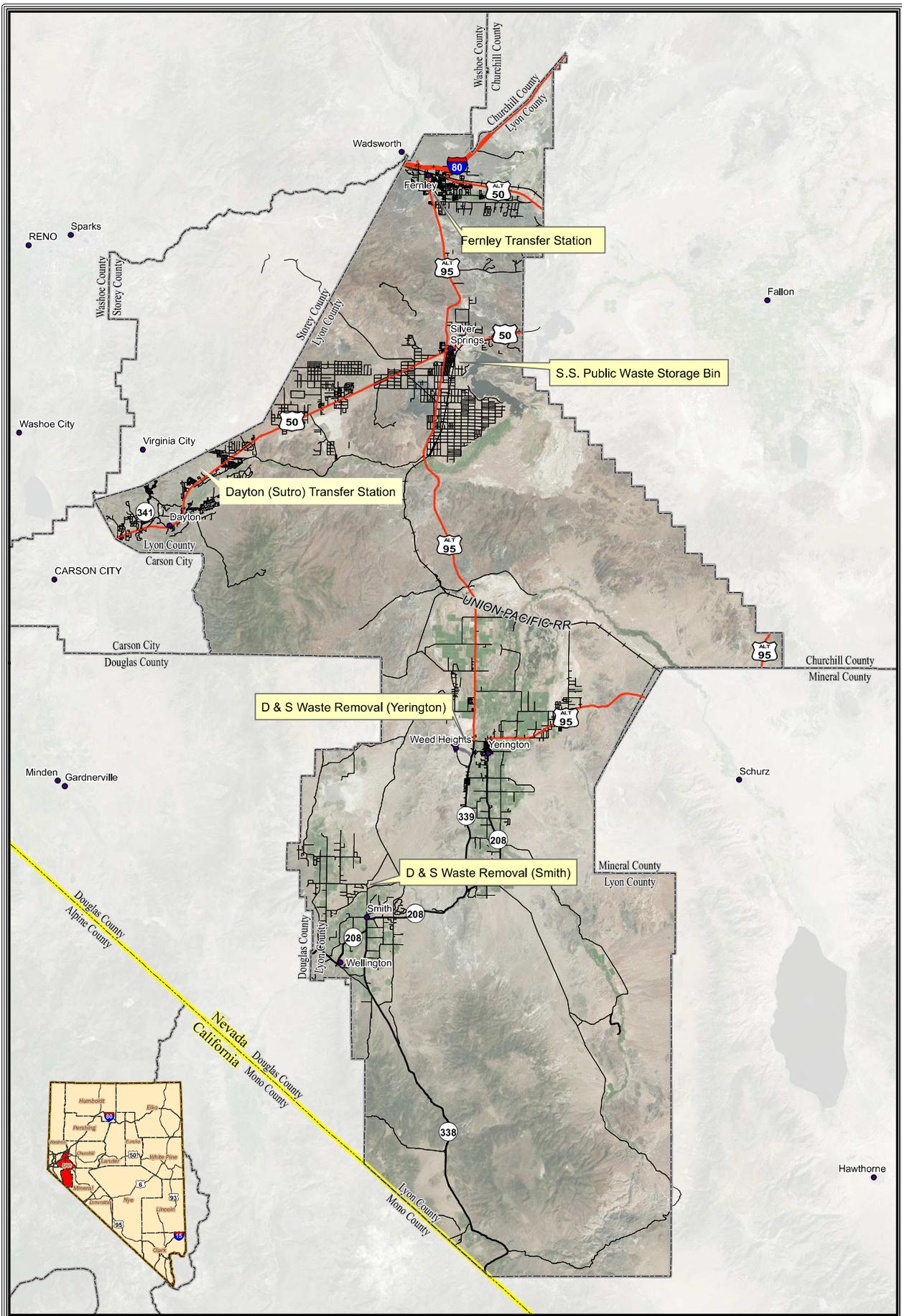
Waste Management of Nevada, Inc. (WM) provides solid waste collection on a voluntary basis to residential and commercial customers within the unincorporated areas of the County. WM subcontracts solid waste management services to D&S for residential and commercial customers in the unincorporated areas south of the Carson River at Weeks, NV. WM and D&S collect waste from the customers and transport it to designated transfer stations. Lyon County contains the following facilities:

- Dayton-Sutro Transfer Station at Dayton Enterprise Road East, Dayton, NV 89403. Throughput in 2017 was approximately 40 tons/day.
- Fernley Transfer Station at 1100 Highway 95 A South, Fernley, NV 89408. Throughput in 2017 was approximately 70 tons/day.
- Smith Valley D&S Waste Removal Transfer Station at 260 Day Lane, Smith, NV 89430. Throughput in 2017 was approximately 7.6 tons/day. D&S Waste has a second franchise agreement with Mono County, CA. A portion of the Mono County waste is serviced out of the Smith Valley transfer station and included in the above throughput.
- Yerington D&S Waste Removal Transfer Station at 16 US Highway 95 A North, Yerington, NV 89447. Throughput in 2017 was approximately 18.6 tons/day.
- Silver Springs Public Waste Storage Bin at 1900 Eureka St., Silver Springs, NV 89429. Current throughput rate at this location is less than one ton per day with two to three customers a day. This throughput fills approximately one 30-yard box on a weekly basis. The waste is then taken to the Fernley transfer station and dumped without weighing. The franchise agreement between the County and WM defines the Silver Springs facility as a transfer station, however, it has been determined that establishing a transfer station at this location is not cost effective nor necessary based of usage. Therefore, the facility operates as a public waste storage facility and the County is working with WM to modify the language in the agreement to reflect the current facility operation.

Individuals or businesses may also transport solid waste to any of these facilities. Waste is consolidated at these facilities and then transported to the Lockwood Sanitary Landfill in Storey County, Nevada. A map of the transfer station locations is shown in Exhibit B: Lyon County Transfer Stations.

2.2 City of Fernley.

WM provides solid waste collection on a mandatory basis to residential and commercial customers within the Fernley City Limits. WM collects waste from the customers and transports it to the Fernley Transfer Station. Individuals or businesses may also



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Exhibit B: Lyon County Transfer Stations

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transport solid waste to the transfer station. Waste is consolidated at this transfer station and then transported to the Lockwood Sanitary Landfill in Storey County, Nevada, which is estimated to reach capacity in 2150.

2.3 City of Yerington.

D&S provides solid waste collection on a mandatory basis to residential and commercial customers within the Yerington City Limits. D&S collects waste from its customers and transports it to the D&S Waste Removal Transfer Station in Yerington. Individuals or businesses may also transport solid waste to the transfer station. Waste is consolidated at this transfer station and then transported to the Lockwood Sanitary Landfill in Storey County, Nevada.

2.4 Community Cleanup.

In lieu of community clean up days, all WM and D&S Waste Removal customers receive an annual voucher for the disposal of up to four yards of solid waste at one of the transfer stations.

2.5 Governing Ordinances.

All franchise agreements for solid waste management within County boundaries and all transfer stations abide by Federal, State, and local ordinances for collection services. NRS 444.530 states that the governing body of a municipality having a solid waste management system within its boundaries shall establish regulation for the operation of such system. NAC 444.644, NAC 444.660, and NAC 444.664 set regulations that all solid wastes must be disposed, collected, utilized, treated, processed, stored, transported, and disposed of by means that do not create a health hazard, public nuisance or impairment of the environment. NAC 444.662 establishes standards for storage of solid wastes before collection and gives the responsibility of storage to the owner or occupant, and the responsibility of determination of size and weight of solid waste containers to the collection agency. NAC 444.666 states that transfer station must not be established until the site location, design, and operating plans are approved by the solid waste management authority and that they must be aesthetically compatible with its environs. Lastly, NAC 444.66647 establishes the general requirements for public waste storage bins.

2.5.1 Lyon County Code

Lyon County has County ordinances for solid, liquid, and other waste disposal control. The following facilities fall under the jurisdiction of Lyon County codes:

- Dayton-Sutro Transfer Station
- Smith Valley Transfer Station
- Yerington Transfer Station

- Silver Springs Public Waste Storage Bin

County codes 10.11.01 through 10.11.10 are the governing ordinances for solid waste handling. The purpose of these ordinances is to provide service for the collection, transportation, and disposal of solid waste in Lyon County. Transfer station establishment and management responsibilities are laid out in the franchise agreement between Lyon County and Waste Management. Lyon County codes 10.11.01 through 10.11.10 can be referenced in Appendix F.

2.5.2 City of Fernley Code

The Fernley transfer station is located within city boundaries and therefore falls under the jurisdiction of the City of Fernley. In 2008, the City of Fernley adopted Ordinance #2008-013 that outlines rules and procedures to regulate the collection, transportation, deposit, transfer, recycling, and disposal of solid waste in a manner that is consistent with state law and “other matters properly related thereto.” The adoption was authorized by NRS 266 and 444. City of Fernley solid waste ordinances can be referenced in Appendix G.

SECTION 3 –SOLID WASTE GENERATION, DIVERSION, AND DISPOSAL

3.1 Population Projections.

The 2017 Nevada population report from the State Demographer’s Office shows the population increase between 2017 and 2028 (Table 1).

3.1 Waste Generation Projections.

Population projections were used to estimate the waste generation quantities over the next ten years. Waste tonnage at each transfer station in Lyon County can be referenced in Appendix H. The waste generation rate of 0.91 tons/person/year was calculated using 2017 waste tonnage produced in Lyon County as follows:

2017 population Lyon Co: 54,422
 2017 total waste collected Lyon Co: 49,499 tons
 Waste generation rate = $49,499/54,422 = 0.90954 \sim \mathbf{0.91 \text{ tons/person/year}}$

Table 1 shows predicted the waste generation (tons/year) in Lyon County for the next ten years using a generation rate of 0.91 tons/person/year.

Year	Total Population	Percent Change	Waste Generation (tons/year)
2017	54,422		49,499
2018	55,124	1.3%	50,137
2019	55,540	0.8%	50,156
2020	55,963	0.8%	50,901
2021	56,384	0.7%	51,283
2022	56,781	0.7%	51,645
2023	57,181	0.7%	52,008
2024	57,585	0.5%	52,376
2025	57,878	0.4%	52,642
2026	58,102	0.3%	52,846
2027	58,256	0.2%	52,986
2028	58,366	0.1%	53,086

Table 1: Estimated Lyon County Population Projections 2017 to 2036 (NV Dept. of Taxation State Demographer, October 1, 2017) and waste generation for next ten years

3.2 Funding.

Solid waste management services are funded by service fees that are charged to the customers. The County and the Cities receive franchise fees that are funded by service fees that are charged to the customers. Rates and rate increase mechanisms are set forth in the individual franchise agreements. Current rates can be referenced in the franchise agreements in Appendices A-E.

3.3 Regulatory Compliance of Existing Facilities.

NAC 444.460 states that open burning at disposal sites is prohibited. Lyon County and City of Fernley have governing ordinances that regulate this state ordinance (Table 2 below). NRS 444.530 sets out regulations for the governing bodies having a solid waste management system within its boundaries must, by ordinance, establish regulations for operation of solid waste management systems.

Transfer Station	Jurisdiction	Operator	Franchise Agreement	Governing Ordinances
Fernley	Fernley	WM	Lyon County & WM	10.19.09, 14.02.11, 10.11.02, 14.02.01
Dayton-Sutro	Lyon County	WM	Lyon County & WM	10.19.09, 10.11.02
Yerington	Yerington & Lyon County	D&S	Yerington & D&S	10.19.09, 4-3-1, 10.11.02
Smith Valley	Lyon County	D&S (subcontracted by WM)	Lyon County & WM; Subcontract WM & D&S	10.19.09, 10.11.02

Table 2: Jurisdiction, operation, and governing ordinances of all Lyon County transfer stations and public waste storage bin

3.3.1 Governing Ordinances

Lyon County:

- 10.11.02: Declares that title 10, chapter 11 sets the policy of Lyon County to regulate, control, and limit the services for the collection, transportation, and disposal of solid waste to provide adequate, economical, and efficient services to the inhabitants of the County and to promote the general welfare of those inhabitants.
- 10.19.09: Prohibits burning of garbage, rubbish, waste, toxic materials, construction debris, plastics, or other hydrocarbon products or fuels.

City of Fernley:

- 14.02.01: Declares that title 14 is the policy of the city to regulate the collection, transportation, deposit, transfer, recycling and disposal of solid waste in a manner that is consistent with state law.
- 14.02.11: States that is unlawful for any person, for the purpose of disposal of solid waste or hazardous waste by burning.

City of Yerington:

- 4-3-1: States that no person shall operate any refuse or rubbish burner, boiler, heater, furnace or enclosed fire in such manner as to endanger any building of the city, or other property, by sparks or fire. The City of Yerington code can be referenced in Appendix I.

3.4 Upgrading or Closing Facilities

All franchise agreements within the County call for the handling of solid wastes for residents. It is the franchisee's responsibility to ensure their fleets and transfer stations can handle all waste produced within the County. As of now, all Lyon County transfer stations have no plans for upgrading. All solid waste is transferred out of the County to the Lockwood Sanitary Landfill in Storey County. Upgrades and closures of this landfill are outlined in the Storey County solid waste management plan. Based on the 2013 Lockwood landfill expansion and 2014 capacity report, there is an estimated landfill closure year of 2150.

All Lyon County transfer stations have gates and locks that secure the facilities. Currently, the Dayton-Sutro facility lacks fencing around a few bins adjacent to the structure and the County is working with WM to address this issue.

SECTION 4 – SPECIAL WASTE MANAGEMENT

4.1 General:

WM and D&S accept used oil, antifreeze, and vehicle batteries at all transfer stations.

The Fernley transfer station accepts the following items:

- Construction and demolition waste
- Vehicle batteries
- Tires
- Antifreeze
- Used oil
- Appliances with and without Freon

Fees for these items can be referenced in Appendix J.

Hazardous waste is not accepted at any Lyon County transfer stations or the public waste storage bin. Customers are referred to the Solid Waste Management branch of the Nevada Division of Environmental Protection (NDEP) to obtain information on how and where to dispose their hazardous waste.

4.2 Medical Waste:

Infectious and pathological wastes, including medical and dead animal wastes as defined by NAC 444.589, are accepted at the Lockwood landfill and are regulated by NDEP in accordance with NAC 444.646 and 444.694.

4.3 Dead Animals:

Small animals may be taken to the Lyon County Animal Services located at 3705 Highway 50 West, Silver Springs, NV 89429 to be cremated for a fee to the owner.

4.4 Large Appliances:

Large appliances are accepted at all WM transfer stations. WM or D&S will also pick up large appliances for a fee. The owner is responsible for removing any CFC's from the large appliance prior to disposal at the transfer station or pickup.

4.5 Liquid Waste and Sewage Sludge and Septage:

Liquid waste is not accepted at any of the Lyon County transfer stations or the public waste storage bin. Small amounts of liquid waste can be dropped off at the Lockwood landfill in household containers. Sewage sludge that is generated within Lyon County by septic tanks or sewer treatment facilities are serviced by various independent haulers. Two septic tank hauler service located within Lyon County are Pit Stop Pots & Septic Service in Yerington and Bonanza Septic Service in Mound House. Both septic tank haulers haul their waste to EPA permitted discharge fields.

4.6 Grease Traps and Sand/Oil Separator:

Grease traps and sand oil interceptors are serviced by various independent haulers such as A-Septic, Easy Rooter, and Sierra Septic Service. If grease trap waste is in a form that passes the paint filter test, it may be directly landfilled. Sand oil interceptor waste can be taken to the Lockwood or Carson City Landfills.

4.7 Petroleum Contaminated Soils:

Petroleum contaminated soils can be taken to Lockwood Landfill, Carson City Landfill, or Nevada Hydrocarbon, Inc.

4.8 Asbestos:

Asbestos can be taken to the Lockwood landfill for disposal.

4.9 Debris Management:

If an event were to occur causing large amounts of debris, the County would instigate the Hazard Mitigation Program and work with FEMA, Public Works, the County Manager, and surrounding landfills to ensure proper debris management. More information about the Hazard Mitigation Program can be found on the Lyon County website.

SECTION 5 – ILLEGAL DUMPING AND LITTER

5.1 Existing Laws:

Nevada Revised Statutes 444.630 prohibits illegal dumping and littering. Lyon County ordinance 6.01 prohibits accumulation of garbage and refuse on private property. A person guilty of depositing or dumping solid waste shall be punished according to the number of offenses. Punishment ranges from a misdemeanor to a year in jail.

City of Fernley ordinance 14.02.10 states that depositing or accumulating garbage, solid waste matter, hazardous waste or any deleterious or offensive substances on private or public premises or ways is unlawful.

City of Yerington ordinance 4-3-2 prohibits illegal dumping and ordinance 4-3-3 states that accumulation of garbage and refuse is unlawful. Illegal dumping and accumulation are guilty of a misdemeanor.

5.2 Illegal Dumping and Enforcement:

The County collects and disposes of materials and debris within County right-of-way that are a traffic hazard. At times, illegal dumping occurs on the private or public lands within the County. When the origin of the waste can be determined, voluntary compliance to clean up the site is attempted. If that is unsuccessful, the Sheriff's Office may issue a citation. The property owner upon which the illegal waste has been deposited is also notified. The property owner may be private, County, State, or Federal (BLM, Forest Service, Indian Affairs, etc.).

The County hired a Code Enforcement Officer in late 2018. The officer has criminal powers and is responsible for issuing citations for solid waste issues.

5.3 Litter:

Lyon County operates limited litter collection based on need. Lyon County Juvenile Probation Department occasionally provides road side and park litter collection.

SECTION 6 - RECYCLING AND WASTE REDUCTION

6.1 Existing Programs/Facilities:

The franchise agreement between Lyon County and WM states that WM shall have the exclusive, duty, right, and privilege of collecting, removing, transporting, and disposing of or otherwise handling all Recyclable Materials generated, deposited, and accumulated at the transfer Stations, which shall include meeting all applicable regulatory requirements. The collection of Recycling Materials shall at a minimum comply with the requirements set forth in NRA 444A as applicable, or as may become applicable, to Lyon County.

Recyclable materials may be voluntarily self-hauled to the transfer stations, but curbside pickup of those materials is not available. Scrap metal and junk cars are also accepted by L & W Speedway Auto Recycling at 300 Speedway Road, Fernley, NV 89408.

6.2 Household Hazardous Waste:

Three Household hazardous waste (HHW) items are accepted at the WM and D&S transfer stations located in Lyon County. These three items are antifreeze, used oil, and vehicle batteries. Other HHW is handled by private companies and is not part of a franchise agreement. WM directs customers to contact NDEP through the Recycling Hotline at (800) 597-5865 to find information on HHW recycling facilities. No HHW drop off facilities currently operate within Lyon County; however, residents can drop off HHW for a fee at H2O Environmental at 3510 Barron Way #200, Reno, NV.

APPENDIX A: Franchise Agreement: Lyon County & Waste Management of Nevada

SOLID WASTE FRANCHISE AGREEMENT
BETWEEN LYON COUNTY, NEVADA
AND
WASTE MANAGEMENT OF NEVADA, INC.,
D/B/A FERNLEY DISPOSAL

This Solid Waste Franchise Agreement (“Franchise Agreement” or this “Agreement”) is entered into as of the Effective Date, as defined below, by and between Lyon County, Nevada, a political subdivision of the State of Nevada, (“Franchisor” or “County”) and Waste Management of Nevada, Inc., a Nevada corporation, d/b/a Fernley Disposal (“Franchisee” or “Contractor”), for the collection, transportation, and disposal of Solid Waste. Franchisor and Franchisee may be referred to herein collectively as the “Parties” or individually as a “Party.”

R E C I T A L S

WHEREAS, Franchisor and Franchisee are mindful of the provisions of the laws governing the safe collection, transport, recycling and disposal of Solid Waste;

WHEREAS, NRS 244.187 authorizes Lyon County to provide by franchise for Solid Waste collection and disposal services within the limits of Lyon County and without the limits of the incorporated cities therein; and

WHEREAS, Franchisee has represented and warranted to Franchisor that it has the experience, responsibility, and qualifications to provide residents in the franchise area collection and safe transport to disposal facilities of municipal Solid Waste; and

WHEREAS, Lyon County and Fernley Disposal, Inc. are currently parties to that certain Franchise Agreement dated January 5, 1989, as amended, which Franchise Agreement has been extended and is set to expire on March 31, 2009 (the “Prior Franchise Agreement”); and

WHEREAS, it is the Parties intent and desire that this Agreement take effect upon the expiration of the Prior Franchise Agreement, and shall supersede and replace the Prior Franchise Agreement, upon the terms set forth herein.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, the Parties mutually agree to the following terms and conditions.

1. **Definitions.**

“**Adjustment Date**” means April 1, 2010 and the date which occurs annually on each anniversary of the Adjustment Date thereafter.

“**Approved Landfill**” means a site holding a valid permit to permanently deposit municipal Solid Waste in accordance with all applicable laws and regulations of the United States, the State of Nevada, the Nevada Environmental Commission and any other agency with lawful jurisdiction.

“**Brush**” means plants or grass clippings, leaves or tree trimmings.

“Bulky Wastes” means stoves, refrigerators which have CFC’s removed by a certified technician, water tanks, washing machines, all other household appliances, furniture, loose brush and other materials that do not exceed 50 lbs., and other Waste materials other than construction debris, dead animals, or stable matter with weights or volumes greater than those allowed for containers.

“Bundle” means tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length, or 50 lbs. in weight.

“Cart” means Franchisee-owned wheeled cart that is a plastic container with 64 or 96 gallons of capacity; designed for and used with a hydraulic lifting mechanism; weighing not over 80 pounds per 64 gallon capacity and 180 pounds per 96 gallon capacity when full; fitted with a sturdy handle and a cover; be rodent and insect resistant; and be capable of holding collected liquids without spilling when in an upright position.

“Commercial and Industrial Waste” (“C&I Waste”) means Waste collection from business establishments, public buildings or places, and buildings of a commercial nature containing dwelling units or living accommodations of a temporary or transient nature, including, but not limited to motels, hotels, boarding houses and rooming houses, as well as Waste generated by persons living in an apartment house, mobile home park, recreational vehicle park, or campground, of three (3) or more units, and any Waste generated by not-for-profit associations or corporations.

“Construction and Demolition Waste” (“C& D Waste”) as used in this Agreement shall mean Solid Waste of non-putrescible material, generated from the demolition, construction, or remodel of building structures. Waste containing putrescible material or garbage is not considered to be Construction and Demolition Waste and requires the mixture to be collected as Garbage pursuant to all applicable regulations and provisions of any franchise agreement in force.

“Construction and Demolition Waste Collection” means collection and removal of Construction and Demolition Waste from residential, commercial, institutional and industrial premises at such frequency as shall be reasonably requested by the owner or agent.

“County” means Lyon County, Nevada, a political subdivision of the State of Nevada.

“Effective Date” means April 1, 2009.

“Franchise Area” means the unincorporated areas of the County, including, but not limited to the areas commonly referred to as the communities of Silver City, Moundhouse, Dayton, Eldorado Lakes, Dayton Valley, Mark Twain, Stagecoach, Silver Springs, Wabuska, Mason, Mason Valley, Smith, Wellington, and Smith Valley. “Franchise Area” shall not include the cities of Fernley and Yerington.

“Garbage” means:

A. Putrescible animal and vegetable waste resulting from the handling, storage, preparation, cooking, and sale and serving of food and beverage.

This includes, but is not limited to:

1. Offal, swill, kitchen and table waste, and other organic animal and vegetable waste;
2. Bottles, cans, cups, plates, utensils, containers, and/or covering of any construction or material that has been in intimate contact with food, confection and/or beverage;

3. Any component used in the preparation or manufacture of matter intended for animal or human consumption; and
4. Such matter and/or materials listed in (1) through (3) above that have been discarded without first being sanitized.

B. Infectious Waste.

The mixing, addition or commingling of garbage with rubbish, trash, or other waste matter, renders the entire resulting mixture as garbage and requires the mixture to be handled as garbage.

“Hazardous Waste” shall have the meaning set out in NRS 459.430.

“Gross Collection Receipts” means any and all revenue or compensation actually collected by Franchisee from customers under this Agreement for the exclusive collection, transportation, and disposal of Solid Waste within the Franchise Area, net of Franchise Fees. The term Gross Collection Receipts, for purposes of this Agreement, shall not include any: a) County, or other federal, state, or local taxes or surcharges; b) any customer late fees, NSF charges, interest, or reactivation charges; or c) any revenues generated from the sale of recyclables or any recycling rebates received from the State.

“Putrescible Waste” means Waste that is capable of decaying, rotting or becoming putrid.

“Recyclable Material” has the meaning ascribed to it in NRS 444A.013 and means Solid Waste that can be processed and returned to the economic mainstream in the form of raw materials or products, as determined by regulations adopted by the State Environmental Commission

“Refuse” refers generally to all forms of discarded Solid Waste, including Garbage, Rubbish, and Waste matter.

“Residential Waste” means any Solid Waste or other Waste generated by a person, persons, or a family residing in a single family or duplex residence, but not including any Solid Waste or other Waste generated by a person, persons, or a family residing in a single unit of any apartment building or other residential complex of three (3) or more units.

“Solid Waste” has the meaning ascribed to it in NRS.444.490 which includes all putrescible and non-putrescible refuse in solid or semi-solid form, including, but not limited to, Garbage, rubbish, junk, vehicles, ashes or incinerator residue, street refuse, dead animals, demolition waste, construction waste, solid or semisolid commercial and industrial waste. The term does not include “hazardous” waste as the term is defined by NRS 459.400 to 459.600, inclusive.

“Transfer Station” means a facility and/or building structure for the temporary collection, consolidation and compaction of Solid Waste so that an economical method of transportation of Solid Waste to an Approved Landfill is utilized.

“Waste” means any unwanted or discarded material resulting from any activity, including but not limited to Solid Waste and Recyclable Materials.

2. **Exclusive Right; Exclusion; Enforcement.** The Franchisor does hereby grant to Franchisee the exclusive duty, right, and privilege to collect, transfer and dispose or otherwise handle all Solid Waste and other Waste materials generated, deposited, accumulated, or otherwise coming to exist in the

Franchise Area. All residential premises, multifamily complexes, and commercial and industrial businesses within the Franchise Area shall be required by Franchisor to utilize the Solid Waste collection services of Franchisee provided hereunder. For purposes of clarification, loads of industrial/commercial dry waste (i.e. non-putrescible) material shall be subject to Franchisee's exclusive rights under this Agreement.

2.1 Exclusions.

A. Notwithstanding the above, nothing in this Agreement shall prevent any person or business entity from personally self-handling, self-hauling, or self-transporting Solid Waste generated by or from his/her own residence or business operations for purposes of disposing of the same at an authorized disposal area or transfer station, provided the Solid Waste being transported is contained or covered to prevent spillage onto streets or highways, and waste material generated from yard clean up services, tree trimming, gardening, landscaping, and the like, where the collection and hauling of Refuse is incidental to the labor necessary to provide the service. This exclusion shall not apply to Solid Waste that is transported by persons or businesses, or by their employees or agents, who own, lease, control, operate, or manage vehicles or containers used for the purpose of transporting Solid Waste for collection or disposal, or both, for compensation.

B. It is understood that the right and privilege of collecting, removing, transporting and disposing or otherwise handling Construction and Demolition Waste ("C & D Waste"), generated, deposited and accumulated from residential units and commercial and industrial establishments within the unincorporated County shall be non-exclusive. Others may also enter into non-exclusive franchise agreements with Lyon County to collect, remove, transport and dispose or otherwise handle Construction and Demolition Waste ("C & D Waste"), provided such parties obtain all necessary County permits and licenses, and comply with all applicable laws and regulations. For purposes of clarification, Waste containing any amount of putrescible material or garbage is not considered to be C&D Waste and requires that the mixture be collected as Solid Waste exclusively by Franchisee. Franchisee shall not be responsible for paying any franchise fees on the collection of C&D Waste, unless such franchise fees are also applied to the collection of such C&D Waste by third parties.

2.2 Title To The Solid Waste Stream. The title to all of the Solid Waste stream and other Waste materials (excluding Hazardous Wastes) and the property rights associated therewith for the collection and disposal of Solid Waste and other Waste materials under this Agreement shall be the sole property of Franchisee. For purposes of this Agreement, the transfer of title occurs at the time that Solid Waste and other Waste is deposited by residential customers in containers and left at the curb for collection by Franchisee or is deposited by commercial customers in dumpsters or equivalent containers and left for collection by Franchisee. The title to Recyclable Materials transfers to Franchisee at the time such materials are placed into containers at the Transfer Station.

2.3 Enforcement. To the extent permitted by law, the County and/or Franchisee shall prohibit any person from providing the same or similar service for the collection, hauling and disposing of Solid Waste and other Waste materials within the County that is in violation of the terms of this exclusive Franchise Agreement. The County shall use good faith efforts to protect and enforce the exclusive rights of Franchisee through appropriate ordinances and reasonable enforcement of those ordinances against third party violators. If, at the request of Franchisee, the Franchisor takes administrative, law enforcement, or other legal action against any person who infringes on the Franchisee's exclusive rights, Franchisee must reimburse Franchisor for its reasonable legal costs related to such action. Franchisee may independently enforce the exclusivity provisions of this Agreement against third party violators,

including but not limited to seeking injunctive relief, and the Franchisor shall use good faith efforts to cooperate in such enforcement actions brought by Franchisee.

3. **Term of Agreement.** The initial term of this Agreement shall be ten (10) years, commencing on the Effective Date and, unless sooner terminated in accordance with the provisions of this Agreement, expiring on the same day ten (10) years later. The Franchisee and the County shall have the right to extend the term of this Agreement for an additional five (5) years, by mutual agreement, by providing written notice of their intent to exercise the extension option not later than the ninth anniversary of the Effective Date. Thereafter, at the mutual option of the Parties, this Agreement shall be renewable for successive periods of five (5) years, by providing notice of renewal not later than eighteen months prior to the expiration of the then existing term.

4. **Franchisee Services.**

4.1 **Collection Services.** Franchisee shall furnish all labor, supervision, materials, supplies, equipment, and all other items required to collect and dispose of all Solid Waste and other Waste materials generated or accumulated from residential premises, multifamily complexes, and commercial and industrial businesses within the Franchise Area. The work to be done by Franchisee as set forth in this Agreement shall be accomplished in a professional manner so that the residents within the Franchise Area are provided reliable, courteous, and high-quality collection of Solid Waste. Collection routes shall be established by the Franchisee. Contractor shall provide all services as set forth in this Agreement and/or as included in the Service Rate Schedule attached hereto as Exhibit A.

4.2 **Collection Frequency and Method.** Franchisee shall collect Solid Waste from residences on a weekly basis. Franchisee shall collect Solid Waste from multifamily, commercial, and industrial accounts on a weekly basis or more frequently as desired by the customer. All residential collections shall be properly set out for collection, on the appropriate day, and by the appropriate time established by Franchisee for collection.

4.3 **Collection Hours; Holidays.** Franchisee shall perform collection services within residential areas only between 6:00 a.m. and 6:00 p.m., Monday through Friday and between 7:00 a.m. and 6:00 p.m. Saturday except holidays; provided that the Parties may otherwise agree with respect to permitted times on holidays. No collection shall be made on Sundays. In the event Franchisee, at its sole discretion, elects not to provide service on a holiday, Franchisee shall be responsible for providing make up collection for residential routes on the next business day following the holiday.

4.4 **Residential Service.** Collection at residential premises served by the Franchisee shall be a minimum of once weekly. The rates for residential collection shall include, at a minimum, a regular rate and a senior rate. The regular residential collection rate shall include the collection of approximately ninety-six (96) gallons of Solid Waste, and an additional approximately one cubic yard of Refuse and Waste matter that may be placed in boxes, bundles, disposal plastic bags, or other suitable containers that meet the limitations specified in the definition of Bulky Waste, which is equivalent to six (6) thirty-two (32) gallon cans, bags, boxes or bundles. Each item shall not exceed fifty (50) pounds in weight or four (4) feet in length. Each residential customer shall be provided the opportunity to receive a 96-gallon cart by Franchisee, or may request a smaller, 64-gallon cart as a substitute. A customer may provide their own containers and Franchisee shall not charge any additional fee for the collection of solid waste from customer owned containers, provided that such containers do not pose a safety hazard to Contractor's collection workers or collection vehicles, and provided further that Contractor shall not be responsible for normal wear and tear or other damage to such customer owned containers unless caused by Contractor's negligence. When the sixty-four (64) gallon service level is requested by a customer other than a senior,

it does not include the additional cubic yard of waste. The senior residential collection rate shall have an eligibility age of 62 years old, or older, and include the collection of sixty-four (64), or more, of Solid Waste in a container(s), and an additional approximately one cubic yard of Refuse and waste matter that may be placed in boxes, bundles, disposal plastic bags, or other suitable containers that meet the limitations specified in the definition of Bulky Waste. Additional carts may be provided for a fee as set forth in the rate schedule in Exhibit A.

Additionally, franchisee shall charge an additional fee as set forth in Exhibit A when optional yard service is provided. Yard service charges are allowed when service to the customer's container requires walk in or drive in service. Where yard service is provided, Franchisee shall not be responsible for damage to private roadways or adjacent property, and Franchisee may require a damage waiver agreement or decline to provide service on such private roads.

4.5 Commercial/Industrial Service. All commercial and industrial customers shall use either Franchisee owned 96-gallon carts for Solid Waste collection service, or collection service will be provided in Franchisee owned steel containers ranging in size from 1-yard to 40-yard containers and 10-yard to 40-yard compactors. Collection and removal of Solid Waste from the premises of commercial, institutional and industrial customers shall be at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be at a frequency to maintain premises free of accumulation of Waste.

4.6 Ownership of Carts and Containers. All Carts and containers provided by Franchisee shall remain the property of Franchisee. Customers shall not overfill Carts or containers, and materials that do not fit neatly within the Cart or containers may be subject to additional fees, as set forth in Exhibit A. Replacement Carts may be subject to a fee as set forth in Exhibit A.

4.7 Vouchers for Free Disposal Service: During the term of this Agreement, each single family residential customer shall be issued a voucher once per year, which shall entitle such customer to dispose of up to four (4) cubic yards of Solid Waste, free of charge, at a Transfer Station owned or operated by Franchisee during that calendar year. The Franchisee shall provide the voucher to each single family residential customer of record in the first quarter of each calendar year. New customers would be provided a voucher in their "Welcome Packages." The customer shall be responsible for the removal of CFC's from any refrigeration type unit prior to disposal at the Transfer Station. The voucher does **not** provide for free CFC removal. The 2009 voucher shall be provided by April 1, 2009.

4.8 Solid Waste Disposal. Franchisee shall dispose of all Solid Waste collected under this Agreement or any Solid Waste residuals remaining after processing, at any permitted and licensed site or facility where such disposal is lawful, as selected by Franchisee in its sole discretion. All disposal of Solid Waste shall be done in accordance with local, state, and federal laws.

4.9 Bulky Waste Pick Up. Franchisee shall provide an optional service for Bulky Item pick up that is separate from the additional 1 cubic yard of waste allowed as part of the weekly Residential collection service set forth in Section 4.4 above. The terms of such optional Bulky Item pick up service are more fully described in the Addendum to Schedule A, attached hereto.

4.10 Transfer Station Operations. Franchisee shall have the exclusive duty, right, and privilege to operate Transfer Stations within the County for the purpose of transferring Solid Waste and other Waste materials so that an economical method of transportation of Solid Waste to an Approved Landfill is utilized. Rates for accepting and transferring Solid Waste and other Waste materials shall be as set forth in the Rate Schedule in Exhibit A. The Contractor may subcontract the operation of its

Transfer Stations to a third party, provided such party is reasonably acceptable to the County and all regulatory requirements are met. Franchisee shall operate transfer stations in the Dayton, Smith Valley and Yerington community areas throughout the duration of this agreement and in the Silver Springs area in conformance with paragraph 27 of this Franchise Agreement.

4.11 Recycling Drop Off Area. The Franchisee shall have the exclusive, duty, right, and privilege of collecting, removing, transporting, and disposing of or otherwise handling all Recyclable Materials generated, deposited, and accumulated at the Transfer Stations, which shall include meeting all applicable regulatory requirements. The collection of Recycling Materials shall at a minimum comply with the requirements set forth in NRS 444A as applicable, or as may become applicable, to Lyon County. The Franchisee agrees that it shall provide and maintain recycling drop off service at Franchisee's Transfer Stations. Franchisee shall be entitled to retain any revenues generated from the sale of the recyclable materials. Recyclable Materials acceptable for drop off shall include cardboard, newspapers, magazines, office paper, plastics 1 through 10, aluminum, tin cans, and glass; provided, however, if Contractor demonstrates to the County's satisfaction that recyclable commodity markets for certain of the above listed materials are not viable, then Contractor shall not be required to accept such materials for drop off and processing. At a minimum, demonstration of the lack of a viable market shall require the Franchisee to show, through accounting and analytical methodologies acceptable to the County, that markets are not available to allow the Franchisee to break even on the Franchisee's overall recycling program as required under this Franchise Agreement. All items but glass shall be collected commingled in one container. Recycling drop off service will be provided to County residents free of charge, and Contractor shall provide the County with an annual report of the number of tons recycled each year. Additionally, Contractor will provide free drop off of up to 3 gallons of antifreeze, 5 gallons of motor oil and up to 5 car or equipment batteries. Exceptions to exclusivity include source separated Recyclable Materials that are donated by the generator to youth, civic, charitable or other nonprofit organizations., Source separated Recyclable Materials generated by commercial customers that are placed in containers, have less than 5% residual or 95% of the source separated material is recyclable, and are collected through a private arrangement with the generator and the generator is compensated at market rates for the recyclables collected. Additionally, property owners may personally self-haul and deposit Recyclable Materials at any licensed/permitted recycling facility.

The Franchisee will be required to submit to the Franchisor an annual report of the number of tons of each material that was recycled for the previous year. The recycling report is due to the Franchisor by February 15th.

4.12 Collection of County Facilities. Franchisee will provide collection and disposal of all Solid Waste, without cost or charge, at all buildings, parks and other facilities owned by Lyon County which are open to the public and operating under normal conditions. This complimentary service provided to Lyon County shall not apply to the disposal of any form of Solid Waste that requires special handling or equipment, Solid Waste resulting from natural disasters, businesses operating for profit on County properties under special licensing or franchise agreements, any special community event operated or sponsored by the County, or any other types of extra-ordinary burdens for the removal of Solid Waste from property owned by the County. The cost of this service shall be considered as a normal cost of operations for determining collection rates.

4.13 Household Hazardous Waste Program. Contractor will work with County and its various fire districts to provide for an annual Household Hazardous Waste Program for customers of the Contractor. Space will be provided for the County to run this program with County trained personnel at Contractor's owned or contracted Transfer Stations. Contractor will arrange for the transportation and disposal of material generated by this program. The Contractor's costs associated with this program will

be limited to \$40,000 per year. If the cost of the program exceeds this amount, the Contractor will have the right to receive an adjustment to its rates under this Agreement or receive another form of payment from the County to pay for the program. By April 1, 2010, the Franchisee, in cooperation with Franchisor and applicable fire districts, shall initiate a program and conduct Household Hazardous Waste Collection at each Transfer Station in the unincorporated area of the County at a minimum of once annually. The collection of Household Hazardous Waste shall at a minimum comply with the requirements set forth in NRS 444A as applicable, or as may become applicable, to Lyon County.

4.14 Disaster Relief. In the event of a natural disaster or other County emergency, Franchisee shall use commercially reasonable efforts to provide assistance to Franchisor in the form of equipment, labor, and disposal services, at rates as identified in Exhibit A. Emergency contingencies may occur where in order to protect the health and safety of the public the County deems it necessary to permit and/or contract with other entities, companies or services to collect, transport or dispose of solid waste resulting from an emergency and/or disaster.

5. Collection Exclusions. Franchisee shall not be obligated to pick up Hazardous Waste, including refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency as a part of a routine collection service. The collection of some types of Hazardous Waste at Transfer Stations may be required in accordance with a household hazardous waste program. In addition, Franchisee shall not be required to collect Carts or containers that are not set out or filled in accordance with, or do not meet Franchisee's collection requirements or that are not accessible to Contractor.

6. Standards for Collection and Operation.

6.1 Compliance with Law. Franchisee shall comply with all laws and regulations applicable to Franchisee's operations, including laws, ordinance, rules, and regulations of the United States, the State of Nevada, and the County, including all necessary and required permits and licenses.

6.2 Equipment. Franchisee shall possess or demonstrate to the Franchisor's reasonable satisfaction that it has available to it adequate equipment and vehicles, including reserve or replacement vehicles and equipment, sufficient to perform the services required of Franchisee herein. Franchisee shall maintain all trucks and equipment used within the Franchise Area in good mechanical condition and the same shall be clean, numbered, and uniformly painted. All truck bodies used by Franchisee shall be constructed of metal and shall be watertight and leak proof. Each vehicle used by Franchisee shall carry at all times a broom and shovel or other item appropriate for use in the prompt removal of any spilled material. All vehicles used by Franchisee shall have adequate coverage at all times to prevent the spillage of Solid Waste. Collection of Solid Waste shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the County nor while in route to the disposal site, where such accumulation shall be dumped. Due to street size variations in the County, the Franchisee will need to provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment. Franchisee shall hand-clean all spillage and power wash all hydraulic oil and vehicle fluid leaks from public and/or private property resulting from its collection activities by end of the next business day after receiving a complaint of such spillage or leak.

6.3 Collection Operations. Franchisee shall conduct its operation so as to minimize as practicable any obstruction and inconvenience to public traffic or disruption of the peace and quiet of the area within which collection occurs. Franchisee shall replace at its cost Franchisee-owned containers

damaged by the negligent acts or willful misconduct of its employees and through wear and tear of use, but shall not be responsible for free replacement of containers which become damaged or unusable as a result of the negligent acts or willful misconduct of other parties. Franchisee shall have the right to bill the parties whose negligence or misconduct causes damage for the replacement costs of the damaged containers.

6.4 Spillage. The Franchisee shall not be responsible for scattered Refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Franchisee. Franchisee will not be required to clean up or collect loose Refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the point of contact of the County so that proper notice can be given to the customer at the premises to properly contain Refuse. Commercial Refuse spillage or excess Refuse shall be picked up by the Franchisee after the customer reloads the container. In the case of commercial customers, Franchisee shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, County may require the commercial customer and Franchisee to increase the frequency of collection of the commercial customers Refuse or require the customer to utilize a commercial container with a larger capacity, and the Franchisee shall be compensated for such additional services.

7. Rates; Adjustments; Billing.

7.1 Service Rate Schedule; Payment by Franchisor. Franchisee shall provide the collection and disposal services required under this Agreement for the rates set forth in the Service Rate Schedule attached hereto and incorporated herein as Exhibit A, as the same may be adjusted in accordance with this Section. Franchisee will provide for reduced rates for residential collection customers who qualify under the provisions of NRS 361.800 to 361.877, inclusive, and commonly referred to as the "Senior Citizens' Property Tax Assistance Act," which rates are reflected in Exhibit A.

7.2 Annual Adjustment to Rates. Commencing on April 1, 2010 and on every Adjustment Date thereafter, the rates set forth in Exhibit A- Service Rate Schedule, as adjusted hereunder, shall be subject to an annual adjustment based upon the percentage of change in the Consumer Price Index, All Urban Consumers, U.S. City Average-Item: Garbage and Trash Collection (1983+100)("CPI") as published by the Bureau of Labor Statistics, Washington, D.C., for the most recent twelve month period prior to the Adjustment Date, with the index for December 2008 serving as the initial base period for adjustment purposes. Rates adjusted in accordance with the CPI shall not be greater than a six percent (6%) change regardless of the percentage change in the CPI rates. The annual adjustment of rates pertaining to the collection of waste and recyclables at Transfer Stations shall be subject to rounding down, as mutually agreed upon by the County and Franchisee, to result in total service rates (i.e., the rounded base rate plus franchise fee) calculated to the nearest twentieth (20th) of a dollar.

At least thirty (30) days prior to the Adjustment Date, Franchisee shall notify Franchisor of the CPI adjustment to take effect on the Adjustment Date and shall provide Franchisor with its computations therefore.

7.3 Other Adjustments. The Franchisee's service rates set by this Agreement are calculated to pay certain expenses and costs that are of a contingent and uncertain nature. Therefore, in addition to any other adjustments provided by Sections 7.2, the Franchisee's rates under this Agreement may, upon approval by Franchisor (which shall not be unreasonably withheld), be further adjusted on an interim basis for increased expenses associated with performance of the services hereunder due to any one or more of the following causes:

- (a) material changes in Franchisee's costs resulting from a Force Majeure (as defined below) event;
- (b) changes in the scope or method of services provided by Franchisee, or other changes or fees required, initiated, or approved by the Franchisor;
- (c) any change in law, statute, rule, regulation, ordinance, order or requirement of any federal, state, regional, or local government that is effective after the Effective Date of this Agreement, including but not limited to any increase in surcharges, fees, assessments, or taxes levied by federal, state, or local regulatory authorities or other governmental entities upon the collection or disposal of Solid Waste;
- (d) any increase in fees for disposal of Solid Waste;
- (e) a material increase in the volume of Solid Waste or other materials collected by Franchisee hereunder, whether caused by customer growth and/or annexation; or
- (f) any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Franchisee, including but not limited to extraordinary increases in the cost of fuel or energy (e.g., when fuel or energy costs exceed the CPI).

If Franchisee requests an adjustment due to the extraordinary circumstances set forth above, Franchisee shall prepare a rate adjustment request setting forth its calculation of the increased or decreased costs and accompanying rate adjustment necessary to offset such increased costs. The Franchisor may request any and all documentation and data reasonably necessary to evaluate such request by Franchisee, and shall act within ninety (90) days of receipt of the request from Franchisee to either approve or disapprove the request, provided that approval shall not be unreasonably withheld.

7.4 Customer Billing and Customer Service. The Franchisee shall be responsible for all billing of residents and customers under this Agreement. Franchisor and Franchisee shall work cooperatively to respond to customer service complaints and issues raised by residents and customers, which shall be addressed within twenty-four (24) hours of receipt and shall be promptly resolved. The Franchisee shall be responsible for maintaining a log of complaints, and provide the County upon request, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, address of complaint, name of customer, and the manner and timing of its resolution. All single-family residential customers shall be billed at least quarterly, and multifamily complex and commercial customers shall be billed monthly. The Contractor may bill to customers a late payment fee, interest, NSF check charges, as well as all costs associated with bad debt collection. Contractor may suspend or terminate service to accounts that become more than sixty days past due, following fifteen days' written notice to the customer, and/or may place a lien upon the customer's property, in accordance with applicable law. If such service is reactivated, Contractor may charge a reactivation fee and/or may require a deposit from the customer. In the event of any delinquent accounts, the County shall render reasonable assistance to Contractor in collecting such delinquent fees.

8. Franchise Fee. Franchisee shall pay into the general fund of the County, as a quarterly fee for the exercise of this franchise, the total sum of 4%, or other rate as set by the Lyon County Board of Commissioners from time to time, of the Gross Collection Receipts generated by Franchisee within the Franchise Area during the prior quarter, the sum to be payable to the County on or before the thirtieth (30th) day of the month following the end of each calendar quarter.

The County reserves the right to revise the rate for determining the Franchise Fee at its discretion and such Franchise Fee shall be in addition to the rates determined under 7.1 hereof. Revised rates shall not become effective until the first (1st) day of the next calendar quarter, or other date specified by the County, which reasonably coincides with the Franchisee's billing cycles and allows Franchisee the opportunity to fully recover the costs of such increased Franchise Fees from residents and customers.

9. Recordkeeping; Reporting. Franchisee shall make available to Franchisor for review monthly and annual reports regarding the services provided under this Agreement. The Franchisor shall have the right, during normal business hours and upon reasonable (at least three (3) business days') advance notice given to Franchisee by the Franchisor, to inspect the records of Franchisee to ensure compliance with the services provided under this Agreement. Franchisee shall maintain billing records, customer lists, compliance records, and customer complaints for a period of one (1) year or as required by law, whichever is the greater. Franchisee shall provide the County with a quarterly report of Gross Collection Receipts collected at the time franchise fees are paid. Franchisor shall have the right to audit Franchisee's books and records related to compliance with the terms of this Agreement on an annual basis, during normal business hours, and upon five (5) days notice to Franchisee.

10. Default, Termination.

10.1 Default. In the event of any material failure or refusal of Franchisee to comply with any obligation or duty imposed on Franchisee under this Agreement, the Franchisor and Franchisee shall meet and confer in good faith in an effort to agree on a resolution and cure of the breach. If the Parties are unable to agree on the informal resolution or cure of the breach within ten (10) business days, the Franchisor shall have the right to terminate this Agreement if:

a. following the ten (10)-day meeting period above, the Franchisor shall have given written notice to Franchisee specifying that a particular default or defaults exist which will, unless corrected, constitute a material breach of this Agreement on the part of Franchisee, and

b. Franchisee fails to correct such default or fails to take reasonable steps to commence to correct the same within thirty (30) days from the date of the notice given by Franchisor under this Section 10.1 and Franchisee thereafter fails to diligently continue to take reasonable steps to correct such default.

10.2 Termination. Upon the occurrence of a material breach, failure to cure, and the declaration of termination of this Agreement by the Franchisor as provided above, this Agreement shall be of no further force and effect unless the Franchisor elects to terminate only a portion of the services set forth herein and maintain the remainder of the Agreement.

10.3 Performance Bond. Franchisee shall furnish to Franchisor a performance bond in the amount of \$100,000 and shall provide a certificate from the surety showing that premiums on the performance bond were paid in full by the Franchisee. The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Nevada.

11. Emergency Services. In the event that Franchisee, for any reason whatsoever, fails, refuses, or is unable to perform the collection, transportation, and disposal requirements of this Agreement for a period of more than three (3) consecutive business days, and if as a result thereof, Solid Waste accumulates in the Franchise Area to such an extent, in such a manner, or for such a time that Franchisor reasonably finds

that such accumulation endangers or menaces the public health, safety, or welfare, then Franchisor shall have the right, but not the obligation, upon twenty-four (24) hours prior written notice to Franchisee, during the period of such emergency to perform, or cause to be performed, such services itself with its own or other personnel and equipment without liability to Franchisee.

12. Indemnity.

12.1 Franchisee Indemnity. Franchisee shall defend, indemnify, and hold harmless Franchisor and its employees, agents, and appointed and elected officials (collectively, "Indemnitees"), from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, judgments, and costs and expenses incidental thereto, including reasonable attorneys' fees, (collectively, "Damages") which any or all of the Indemnitees may hereafter suffer, incur, be responsible for, or pay out with respect to claims by third parties for personal injury, property damage, or other loss to the extent caused by, or arising from or in connection with the negligent actions or omissions or willful misconduct of Franchisee, its employees, or subcontractors, in the performance of this Agreement. Such indemnity shall be limited to exclude Damages to the extent that they are caused by, arise from, or in connection with any negligent actions or omissions or willful misconduct of Franchisor or its employees, agents, subcontractors, or appointed or elected officials, including in connection with the use of Franchisee's property or equipment during an emergency as provided in Section 11. The extent of Franchisee's liability under this Section shall not exceed the amount of Franchisee's proportionate share of fault.

12.2 Procedure. Franchisee shall have no obligation to indemnify or defend hereunder unless the Indemnitees provide written notice to Franchisee of the occurrence of events giving rise to Franchisee's obligation to indemnify hereunder within thirty (30) days after the Indemnitees know or should have known of such events. The Indemnitees shall cooperate in the defense of suit if requested by Franchisee and shall have the right to approve counsel chosen by Franchisee to litigate such suit, which approval shall not be unreasonably withheld. Franchisee shall have the sole right to contest, defend, litigate, and settle claims tendered by the Indemnitees hereunder provided that a least ten (10) business days prior to any such settlement, written notice of Franchisee's intention to settle is given to the Indemnitees. In the event a dispute exists over whether an Indemnitee is entitled to indemnification, the Indemnitee shall defend itself until the dispute is resolved. Upon resolution of the indemnification dispute, the prevailing party shall be entitled to indemnification for its defense costs incurred prior to resolution.

12.3 Insurance. If any claims indemnified against under this Section have the potential for coverage under any insurance, then the indemnity set forth in this Section shall be limited as provided in this Section 12.3. Before pursuing recovery under this indemnity, the Indemnitees shall exhaust all recovery available for such claim from insurance. Once the Indemnitees have exhausted all recovery under all available insurance, the Franchisee shall pay only the amount of the loss, if any, that exceeds the total amount that all insurance has paid for the loss. Nothing in this Agreement shall constitute a waiver or relinquishment of any claims which the parties may have against insurers, nor shall any provision of this Agreement waive or relinquish any subrogation or contribution rights that the parties or their insurers may have against another insurer or other potentially liable party. Notwithstanding anything in this Agreement to the contrary, the Franchisee shall not be obligated to pay for the defense of any claim or suit that any insurer has a duty to defend. If no insurer defends, however, then the Franchisee shall, to the extent obligated to do so by this Agreement, pay for the defense, but shall be entitled to the insured's rights against all insurers with a potential for coverage of such claim.

13. Insurance.

13.1 Coverage. Franchisee shall procure and maintain for the duration of the franchise Agreement insurance against claims for injuries to persons or damages to property which may arise from or in conjunction with the performance of the work hereunder by the Franchisee, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Franchisee and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the County before commencement of services under the franchise Agreement. Said policies shall be for not less than the amounts listed below:

Workers Compensation to statutory limits and employer's liability of at least \$1,000,000 and an aggregate minimum as required by law

- * Commercial General and Automobile Liability of \$3,000,000 combined single limit per occurrence and \$6,000,000 aggregate minimum. Any deductibles and self-insurance retentions must be approved by the County.
- * Public Liability, Bodily Injury and Property Damage Insurance: \$5,000,000 per accident, per occurrence, with aggregate limits of \$6,000,000.
- * Automobile Liability Insurance: \$5,000,000 per accident, per occurrence, with aggregate limits of \$6,000,000

13.2 Additional Insured; Certificate. The liability insurance policies shall name the Franchisor as an additional insured. Franchisee shall provide the Franchisor with a Certificate of Insurance duly executed by Franchisee's insurance carrier which shall serve as evidence of the continued existence of Franchisee's insurance policies required hereunder and which shall contain a provision that the coverage thereunder will not be canceled or materially reduced without thirty (30) days prior written notice given Franchisor.

14. Subcontracting. The Franchisee reserves the right to subcontract the services to be provided under this Agreement for a portion of the Franchise Area, including but not limited to the area in and around Smith and Mason Valley. In the event of a subcontracting, the subcontractor shall comply with the previously established rates and all terms and conditions of this Agreement. Franchisee shall remain responsible to the County for the complete performance of all terms of this Agreement. All subcontracts shall require the prior approval of the County and such approval shall not be unreasonably withheld.

15. Dispute Resolution; Attorneys' Fees. In the event of a dispute arising under this Agreement, the Parties shall continue performance of their respective obligations under this Agreement and shall attempt to resolve such dispute in a cooperative manner. If the Parties are unable to resolve the dispute, then, in addition to and without waiving any rights and remedies under this Agreement or under civil or common law, the Parties may agree to arbitration pursuant to the terms of this Section. Within fifteen (15) days after agreement to arbitration has been reached, the Parties shall agree upon a single arbitrator selected from a panel of persons qualified by the American Arbitration Association (or other agreed upon local alternative dispute resolution organization) or, in case of a disagreement, each Party shall appoint an arbitrator and the two (2) arbitrators together shall agree on a single arbitrator to arbitrate the dispute. During such time that the arbitrator is being selected or appointed, the Parties shall continue to negotiate in good faith to resolve their dispute in a cooperative manner. The arbitrator shall apply applicable provisions of Nevada law in reaching his or her determination. The determination by the arbitrator shall be final and binding on the Parties, and any judgment upon the award rendered pursuant to such

arbitration may be entered in any court having jurisdiction thereof. Franchisee and Franchisor shall use their best efforts to conclude all arbitration proceedings involving fee and rate adjustment disputes within thirty (30) days following the commencement of such arbitration proceedings. The arbitrator shall have the authority, but shall not be required, to award to the prevailing Party in the arbitration proceedings reasonable attorneys' fees, expert and non-expert witness costs and expenses, and all other reasonable costs and expenses incurred directly or indirectly in connection with the proceedings *provided, however*, that the costs of the arbitrator shall be shared equally by the Parties. In the event of any litigation to interpret or enforce the terms of this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and costs from the non-prevailing Party, at trial and on appeal.

16. Assignment. Franchisee shall not assign its rights nor delegate or otherwise transfer its obligations under this Agreement to any other person or corporate entity without the prior written consent of the Franchisor, which consent shall not be unreasonably delayed or withheld. Notwithstanding the foregoing, Franchisee shall have the right, without seeking or obtaining approval or authority from the Franchisor, to assign or transfer this Agreement to any affiliate of Franchisee or its parent corporation.

17. Force Majeure. Provided that the requirements of this section are met, Franchisee shall be excused from performance and shall not be liable for failure to perform under this Agreement if Franchisee's performance is prevented or delayed by acts of terrorism, acts of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes, lockouts, or other labor disturbances, acts of government or governmental restraint, or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of the Franchisee ("Force Majeure"). If as a result of a Force Majeure event, Franchisee is unable wholly or partially to meet its obligations under this Agreement, it shall give the Franchisor promptly written notice of the Force Majeure event, describing it in reasonable detail. The Franchisee's obligations under this Contract shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure and only for the period during which the Force Majeure exists.

18. Independent Contractor. Franchisee is an independent contractor and shall not be deemed an employee of the Franchisor.

19. Captions. Titles or captions of articles and sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision of it.

20. Severability. If any of the provisions of this Agreement are determined to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Agreement and shall not cause the remainder of this Agreement to be invalid or unenforceable, unless this Agreement without the severed provision would frustrate a material purpose of either Party in entering into this Agreement.

21. Waiver. No waiver of any right or obligation of either Party hereto shall be effective unless in writing, specifying such waiver, executed by the Party against whom such waiver is sought to be enforced. A waiver by either Party of any of its rights under this Agreement on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

22. Counterparts. This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original, but both of which shall be deemed to constitute the same instrument.

23. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Nevada.

24. **Amendment.** This Agreement may be amended, altered, or modified only by a writing, specifying such amendment, alteration, or modification, executed by authorized representatives of both of the Parties hereto.

25. **Additional Fees.** Provided the franchise fee set forth in Section 8 is paid by Franchisee, no other general business license fees (other than a general Lyon County Business License) shall be imposed upon Franchisee, or any of its affiliated companies, by Franchisor during the term of this Agreement; provided however, that Franchisee shall pay, in the same manner as any other business, real and personal property taxes, building permit fees, and other such fees.

26. **Complete Agreement.** This writing constitutes the full and complete Agreement and understanding between the Franchisee and the Franchisor. All previous agreements are hereby superseded.

27. **Silver Springs Transfer Station.** By April 1, 2011, Contractor will site, develop, construct, provide and place into operation an approved Transfer Station in the area of Silver Springs that meets the current needs of the area, yet provides the opportunity for expansion to meet any future growth. At a minimum, the Silver Springs facility will be open for public use a minimum of 3 days per week. Design specifications for this new facility shall be as mutually agreed upon by the County and Contractor, prior to the commencement of construction of the facility, and shall be based on the remaining contract term hereunder to enable Franchisee a reasonable period of time to amortize the capital costs of the new facility. It is the parties' expectation that the development costs for the Silver Springs facility should be largely consistent with the Dayton Transfer Station.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement is effective as of the Effective Date set forth above.

LYON COUNTY, NEVADA

APPROVED BY LYON COUNTY BOARD OF COUNTY COMMISSIONERS

Phyllis Hunewill _____ 03/05/09
By: Phyllis Hunewill, Chairman Date
Board of County Commissioners
Lyon County

REVIEWED AS TO FORM ONLY

Robert L. Auer _____ 3/10/09
District Attorney Date

REVIEWED AS TO INSURANCE REQUIREMENTS

John M. _____ 3/5/09
Lyon County Risk Manager Date

ATTEST:

Sibbi Bryan
Lyon County Clerk

WASTE MANAGEMENT OF NEVADA, INC.

By: *Alysona Ocegueda*
Its: Area Vice - President
Date: 3-16-09

ATTEST:

EXHIBIT A
SERVICE RATE SCHEDULE

.....

LYON COUNTY
Schedule A
April 1, 2009

RESIDENTIAL

	Service Rate				
	4%				
	Base Rate	Franchise Fee	Total Service Rate		
64 gallon Senior Rate	\$13.64	\$0.55	\$14.19	Per month	Senior rate is 30% discount of the 96
96 gallon w/1 cubic yard loose waste	\$19.47	\$0.78	\$20.25	Per month	
64 gallon w/ no excess	\$15.58	\$0.62	\$16.20	Per month	
Yard service fee, walk-in/trive-in service	\$2.60	\$0.10	\$2.70	Per month	
Yard Service for disable or elderly only	\$0.00	\$0.00	No Charge	Medical certificate and sign annually sworn statement	
Extra Bulky item pick up on service day	\$7.51	\$0.30	\$7.81	per yard	
Extra Bulky item pick up on non service day	\$50.08	\$2.00	\$52.08	Addendum attached to Schedule A	
Container replacement fee	\$78.13	N/A	\$78.13	Due to customer damage	
Activation and re-activation fee	\$42.85	N/A	\$42.85		

COMMERCIAL

Bin Size	Service Rate				
	4%				
	Base Rate	Franchise Fee	Total Service Rate		
1 YD Service Rates	1X Wk	\$118.19	\$4.73	\$122.92	
	2X Wk	\$236.38	\$9.46	\$245.84	
	3X Wk	\$354.57	\$14.18	\$368.75	
	4X Wk	\$472.76	\$18.91	\$491.67	
	5X Wk	\$590.95	\$23.64	\$614.59	
1.5YD Service Rates	1X Wk	\$155.45	\$6.22	\$161.67	
	2X Wk	\$310.90	\$12.44	\$323.34	
	3X Wk	\$466.35	\$18.65	\$485.00	
	4X Wk	\$621.80	\$24.87	\$646.67	
	5X Wk	\$777.25	\$31.09	\$808.34	
2 YD Service Rates	1X Wk	\$167.99	\$6.72	\$174.71	
	2X Wk	\$335.98	\$13.44	\$349.42	
	3X Wk	\$503.97	\$20.16	\$524.13	
	4X Wk	\$671.96	\$26.88	\$698.84	
	5X Wk	\$839.95	\$33.60	\$873.55	
3 YD Service Rates	1X Wk	\$197.46	\$7.90	\$205.36	
	2X Wk	\$394.92	\$15.80	\$410.72	
	3X Wk	\$592.38	\$23.70	\$616.08	
	4X Wk	\$789.84	\$31.59	\$821.43	
	5X Wk	\$987.30	\$39.49	\$1,026.79	
4 YD Service Rates	1X Wk	\$233.33	\$9.33	\$242.66	
	2X Wk	\$466.66	\$18.67	\$485.33	
	3X Wk	\$699.99	\$28.00	\$727.99	
	4X Wk	\$933.32	\$37.33	\$970.65	
	5X Wk	\$1,166.65	\$46.67	\$1,213.32	
6 YDService Rates	1X Wk	\$339.44	\$13.58	\$353.02	
	2X Wk	\$678.88	\$27.16	\$706.04	
	3X Wk	\$1,018.32	\$40.73	\$1,059.05	
	4X Wk	\$1,357.76	\$54.31	\$1,412.07	
	5X Wk	\$1,697.20	\$67.89	\$1,765.09	
96 gallon commercial rates	\$45.48	\$1.82	\$47.30		
Activation and re-activation fee	\$42.85	N/A	\$42.85		

ROLL OFF

	Service Rate			
	4%			
	Base Rate	Franchise Fee	Total Service Rate	
Garbage				
10 Cubic Yard	\$0.00	\$0.00	\$0.00	Per Pull
15 Cubic Yard	\$224.19	\$8.97	\$233.16	Per Pull
20 Cubic Yard	\$298.92	\$11.96	\$310.88	Per Pull
25 Cubic Yard	\$0.00	\$0.00	\$0.00	Per Pull
30 Cubic Yard	\$418.49	\$16.74	\$435.23	Per Pull
40 Cubic Yard	\$0.00	\$0.00	\$0.00	Per Pull
Compactors				
10 Yard	\$372.16	\$14.89	\$387.05	Per Pull
15 Yard	\$452.79	\$18.11	\$470.90	Per Pull
20 Yard	\$492.69	\$19.71	\$512.40	Per Pull
24 Yard	\$542.59	\$21.70	\$564.29	Per Pull
30 Yard	\$694.66	\$27.79	\$722.45	Per Pull
40 Yard	\$948.85	\$37.95	\$986.80	Per Pull
Activation and re-activation fee	\$42.85	N/A	\$ 42.85	
Roll off rate per yard	\$15.00	\$0.60	\$15.60	
Delivery fee	\$78.13	N/A	\$78.13	

TRANSFER STATION

	Service Rate			
	4%			
	Base Rate	Franchise Fee	Total Service Rate	
MSW-loose per yard	\$8.98	\$0.36	\$ 9.34	
MSW-compacted per yard	\$14.00	\$0.56	\$ 14.56	
Construction & Demolition (C&D) per yard	\$15.00	\$0.60	\$ 15.60	
Freon recovery	\$50.08	\$2.00	\$ 52.08	
White metals-per item	\$25.04	\$1.00	\$ 26.04	
Recyclables drop off-paper, cardboard, glass, newspaper, plastics, magazines, aluminum and tin	No Charge	\$0.00	No Charge	
Anti freeze (3 gallon max)	No Charge	\$0.00	No Charge	
Batteries	No Charge	\$0.00	No Charge	
Waste Oil (5 gallon max)	No Charge	\$0.00	No Charge	
Tires-Up to 20"	\$10.02	\$0.40	\$ 10.42	
Tires-Over 20"	\$12.02	\$0.48	\$ 12.50	
Tire-Equipment	\$35.06	\$1.40	\$ 36.46	

EMERGENCY MANAGEMENT

Operated truck (roll off truck with container)	\$130.21 per hour	Disposal	Current gate rate
Construction equipment	See attachment		

Resource Typing

Item	Cost/Hour
Equipment Operator with Benefits	\$ 43.82
Volvo A35D Quarry Truck w/ Fuel	\$ 112.50
Volvo 460 Excavator w/ Fuel	\$ 92.50
CAT 950 Wheel Loader w/Fuel	\$ 75.00
Water Truck w/ Fuel	\$ 30.50
Bobcat Loader w/ Fuel	\$ 25.50
CAT 426 Backhoe w/Fuel	\$ 32.50

Rates will be subject to CPI adjustment in franchise agreement

***** ADDENDUM TO EXHIBIT A**

Residential Bulky Items Collection

Contractor shall provide scheduled on-call Bulky Pick-Up service to its paying Residential Customers in the Franchise Area at rates provided in Exhibit A. The Bulky Pick-Up service is a special collection service for large amounts of brush/bulky wastes and/or bundles available to all Residential Customers on request and for an additional fee. This Bulky Pick-Up service is separate from the additional 1 cubic yard of waste allowed as part of the weekly Residential Collection service.

a. General Requirements: Each customer shall place all Bulky Items to be collected by Contractor in conformance with the collection requirements, including but not limited to any additional fees for Rural service set forth in Section 4.4 of the Franchise Agreement, and each customer shall be limited to the pick up of no more than four cubic yards of materials per service plus one major appliance. Contractor may accept a larger quantity from the customer if more capacity is available. Contractor will schedule a Bulky Pick-Up service for a given customer on a scheduled, call in basis. Contractor reserves the right to try and schedule multiple customers in a given area all at one time. However, such scheduling efforts shall not delay pick-up by more than three (3) days.

b. Accepted Materials. During each Bulky Pick-Up service, Contractor shall accept the following materials from single-family residential customers:

1. Bulky Items - Up to four cubic yards of bulky items where bulky items mean large discarded items including, but not limited to, furniture, tires, carpets, mattresses, loose brush and other oversize materials that do not exceed 50 lbs and whose large size precludes or complicates their handling by normal collection, processing, or disposal methods, and other Waste Materials other than construction debris, dead animals or stable matter with weight or volumes greater than those allowed for containers. Bulky Items do not include abandoned automobiles, large auto parts, or trees.

2. Major Appliances - One major appliance where major appliances are defined as a discarded Residential device, including, but not limited to, washing machines, clothes dryer, hot water heaters, dehumidifiers, conventional ovens, microwave ovens, stoves, refrigerators, freezers, air-conditioners, trash compactors, and residential furnaces discarded by residential generators. Note that each washer and dryer shall be considered one major appliance. It is the responsibility of the customer to have CFC's properly removed from refrigeration units before they are placed out for collection.

c. Unacceptable Materials. Contractor may reject the following items: electronic devices (including but not limited to television sets, computer monitors, central processing units (CPUs), laptop computers, external computer hard drives, computer keyboards, computer mice, computer printers, DVDs, and VCRs), liquids or sludges, materials which exceed five feet in length; painted or stained wood; Construction and Demolition Debris; Hazardous Waste; or Infectious Waste. Contractor may reject a single item that weighs more than 50 pounds (excluding Major Appliances defined

above) unless Customer has paid an additional fee for service, and Contractor may reject non-containerized discarded materials except for loose brush.

**APPENDIX B: Subcontract: Waste Management of Nevada and D&S Waste
Removal**

SUBCONTRACT AGREEMENT

THIS SUBCONTRACT AGREEMENT ("Subcontract"), is made and entered into effective April 1, 2009, by and between WASTE MANAGEMENT OF NEVADA, INC., a Nevada corporation, d/b/a Fernley Disposal (herein the "Franchisee") and D & S WASTE REMOVAL, INC., a Nevada corporation (herein the "Subcontractor").

WHEREAS, the Franchisee is the holder of a Solid Waste Franchise Agreement with Lyon County effective as of April 1, 2009 (herein the "Franchise Agreement"); and

WHEREAS, the Franchisee and the Subcontractor have agreed to allow the Subcontractor to perform services on Franchisee's behalf, pursuant to the terms and conditions of the Franchise Agreement, for a portion of the territory covered by the Franchise Agreement, as set forth more fully herein; and

WHEREAS, the parties desire to set forth the terms and conditions of a subcontract.

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, and for other valuable consideration the receipt of which is hereby specifically acknowledged, the parties do hereby agree as follows:

1. Subcontract.

Franchisee does hereby assign to the Subcontractor, all the rights, privileges, duties and responsibilities of the Franchisee for the Service Area described below, and the Subcontractor agrees to perform all the duties and obligations required of the Franchisee under the Franchise Agreement for the Service Area. The Subcontractor acknowledges that he is familiar with the terms and conditions of the Franchise Agreement, which agreement is attached hereto and incorporated herein by reference, and Subcontractor shall be bound by and comply with all terms of the Franchise Agreement with respect to the Service Area.

2. Service Area.

The "Service Area" as defined in this Subcontract is that portion of the total service area described in the Franchise Agreement consisting of all the accounts South of the Carson River from Weeks, Nevada including all of Mason Valley and Smith Valley.

3. Duties of the Subcontractor.

The Subcontractor agrees to perform all the duties, responsibilities and obligations required of the Franchisee under the Franchise Agreement for the Service Area. This includes, but is not limited to, having sufficient and adequate facilities, equipment, vehicles, tools and personnel for the collection, transfer and disposal of all solid waste generated in the Service Area in the same manner as required of the Franchisee. Subcontractor shall perform all of its duties under this Subcontract in a professional and courteous manner, consistent and in compliance with the terms of the Franchise Agreement and with all applicable laws.

Subcontractor understands that he is operating under the Franchise Agreement held by Franchisee and that any breach of his duty to render services in the Service Area will result in a breach of the Franchise Agreement and thereby expose the Franchisee to liability to the County of Lyon. In the event any breach caused by the Subcontractor remains uncured under the Franchise Agreement then, a) Subcontract shall hold harmless and indemnify Franchisee from any claims, damages, or liability arising from or related to such breach by Subcontract; and b) Franchisee reserves the right to cure the breach or default itself and/or declare this Subcontract terminated.

4. Transfer Stations; Disposal.

Consistent with the obligations of the Franchise Agreement, Subcontractor agrees to operate and maintain the transfer stations located at Smith Valley and Yerington. These transfer stations shall remain operational during the entire term of the Franchise Agreement and any extensions thereto. Subcontract shall deliver all solid waste materials received at the transfer stations to Franchisee's Lockwood Landfill for disposal, pursuant to the existing long-term disposal agreement between the parties. Transport of solid waste shall be in compliance with all applicable Local, State and Federal laws.

The transfer stations shall be designed to accept municipal solid waste and all other forms of solid waste, including garbage, trash, debris, construction and demolition materials, industrial waste and recycling materials identified in the franchise agreement; provided, however, that the Subcontractor shall have the right to refuse to accept hazardous waste, liquid waste, or any other portion of the solid waste stream that may require special handling, or is not permitted for disposal at the landfill. It is understood that Subcontractor shall not be required to construct any special transport trucks in order to accommodate any part of the solid waste stream.

The operation of the transfer stations shall be in accordance with the Franchise Agreement, and any amendments thereto, and in accordance with any Federal, State or Local laws or regulations, as they now exist, or as they may exist in the future.

5. Rates and Charges; Franchise Fees.

Subcontractor shall be subject to the same rates and charges, both for collection services and transfer station operations, as set forth in the Franchise Agreement, as amended from time to time. Subcontractor shall follow the billing procedures set forth in the Franchise Agreement, and shall not charge customers rates, either for collection or transfer services that exceed those set forth under the Franchise Agreement. Subcontractor's ability to bill and collect these rates from customers represents Subcontractor's sole and exclusive compensation under this Subcontract. Subcontractor shall bear the risk of non-collection of customer accounts, subject to the terms of the Franchise Agreement.

Subcontractor shall be responsible for paying directly to Lyon County those franchise fees set forth in Section 8 of the Franchise Agreement, which are attributable to the services performed by Subcontractor under this Subcontract. Subcontractor shall provide Franchisee with a quarterly report of all franchise fees paid by Subcontractor to Lyon County, and shall also provide Franchisee with an annual report of all customer counts within the Service Area and at the transfer stations along with the number of tons recycled at subcontractor's facilities.

5. Term.

The term of this subcontract shall be the same as the term of the Franchise Agreement, unless otherwise terminated as set forth herein. In the event the Franchise Agreement terminates for any reason, this Subcontract shall automatically terminate as well.

6. Compliance with Laws.

Subcontractor understands and acknowledges that performance under the Franchise Agreement is subject to all applicable Federal, State and Local laws and regulations. Subcontractor also acknowledges and understands that such laws and regulations are subject to change. Subcontractor agrees to comply with all applicable laws and regulations now in existence and which may be in existence in the future.

Subcontractor shall pay for and maintain all permits, certifications, licenses, authorizations, and registrations, and make all filings and notifications, required in order to perform its obligations under this Subcontract.

7. Insurance.

Subcontractor agrees to maintain insurance in the same amounts as those required of Franchisee under the Franchise Agreement, unless the parties specifically agree otherwise. All such insurance policies held by Subcontractor shall name both Franchisee and Lyon County as additional insured, and include any other endorsements set forth under the Franchise Agreement.

8. Default.

In the event Subcontractor shall be in default under any term or provision of this Subcontract, or be in default under any term or provision of the Franchise Agreement with Lyon County, then Franchisee shall have the right to cure the event of default and declare this Subcontract terminated; provided, however, Franchisee shall not terminate this Subcontract without first giving Subcontractor written notice of the event of default and providing five (5) days to cure the event of default. In the event of default which cannot be cured within a period of five (5) days, then at Franchisee's reasonable discretion, Subcontractor may be given a reasonable amount of time to cure the event of default; provided, however, that if the event of default is cause for termination of the Franchise Agreement then Subcontractor must act within such time that the Franchise Agreement is not terminated. Where the event of default constitutes a violation of any applicable Federal, State or Local health law or regulation, or any violation of

any applicable law or regulation for the protection of the environment, then such default must be cured immediately.

9. Indemnification.

Subcontractor shall indemnify, defend and hold harmless Franchisee and its officers, directors, agents, affiliates and employees from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, injuries (including death), costs and expenses (including attorneys' fees) that arise out of, result from or are connected with any act or omission of Subcontractor, its agents, employees or sub-subcontractors in the performance of this Subcontract, including but not limited to all claims arising out of injury and illness, disability or death of any of Subcontractor's employees, except to the extent caused by the negligence of Franchisee.

In addition to the general hold harmless and indemnity provisions set out in the Franchise Agreement, and any amendments thereto, Subcontractor, its successors and assigns agrees to hold harmless and indemnify Lyon County and Franchisee, from any and all claims, costs or damages whatsoever associated with the operation or maintenance of the transfer station or any environmental damage, environmental liability, water quality or ground water contamination problem arising therefrom, except to the extent caused by the negligence of Lyon County or Franchisee.

10. Right of First Refusal.

For and in consideration of the covenants and agreements herein contained, Subcontractor does hereby grant to Franchisee a right of first refusal to purchase all or any part of the Subcontractor's business upon the same terms and conditions as the Subcontractor is willing to sell to a third party. In the event the Subcontractor receives an offer to purchase all or any part of his business, and indicates a willingness to sell upon such terms and conditions, then Subcontractor shall first give the Franchisee the opportunity to purchase upon the same terms and conditions. Franchisee shall have a period of thirty (30) days from receipt of the written terms and conditions upon which to exercise its right of first refusal hereunder.

11. Miscellaneous.

(a) This Agreement is binding upon and shall inure to the benefit of the parties hereto, and shall be binding on the parties' successors and assigns.

(b) Subcontractor shall not have the right to assign or subcontract all or any portion of this Subcontract. In this regard, Subcontractor acknowledges that this Subcontract is personal to the Subcontractor and is not subject to assignment to any other individual or legal entity without the written consent of the Franchisee. Subcontractor further understands and acknowledges that the Franchisee is under no duty or obligation to consent to an assignment.

(c) The subject headings of the paragraphs or subparagraphs of this agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

(d) This agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

(e) In the event any legal action or administrative proceeding is required to enforce any of the terms, conditions or covenants herein contained, then, and in that event, the prevailing party shall be entitled to the award of a reasonable attorney's fee, together with court costs.

(f) All notices or demands of any kind which either party may or are required to serve upon the other, may be served by mailing a copy of such demand or notice addressed to the other party in the same manner as set forth in the Franchise Agreement, at the notice address set forth in the signature block below.

(g) This agreement shall be interpreted in accordance with the laws of the State of Nevada.

(h) This Subcontract may be executed in one or more copies or counterparts, each of which when signed shall be an original, but all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, this agreement has been executed effective the day and year first above written.

WASTE MANAGEMENT OF NEVADA, INC.
a Nevada corporation

By *Alfredo Aragon*
Its Area Vice-President

Address:

D&S WASTE REMOVAL, INC.
a Nevada corporation

By Jamal Y. Brown
Its President

Address:

APPENDIX C: Franchise Agreement: City of Fernley & Trashpros, LLC

**FIRST AMENDED AND RESTATED
EXCLUSIVE SINGLE FAMILY DWELLING WASTE FRANCHISE AGREEMENT
BETWEEN
THE CITY OF FERNLEY
AND
TRASHPROS, LLC**

This First Amended and Restated Exclusive Single Family Dwelling Waste Franchise Agreement, made and entered into this 5th day of August, 2009, by and between the CITY OF FERNLEY, a political subdivision of the State of Nevada, (hereinafter referred to as "City") and TRASHPROS, LLC, a Nevada limited liability company, (hereinafter referred to as "Franchisee").

WITNESSETH:

WHEREAS, NRS 268.081 authorizes a City to displace or limit competition in the area of collection and disposal of garbage and other waste; and

WHEREAS, NRS 268.083 authorizes a City to grant an exclusive franchise to any person to provide garbage and waste collection and disposal services within the boundaries of a City;

WHEREAS, Franchisee has represented and warranted to City that it has the experience, responsibility, and qualifications to provide residents in the City, the collection and safe transport to permanent disposal facilities of Single Family Dwelling waste generated by the residents of the City;

WHEREAS, City declares its intention of maintaining reasonable rates for reliable, proven collection, transportation and disposal of garbage and recyclable material within the City;

WHEREAS, City's existing exclusive franchise agreement for the operation of a garbage and refuse collection and disposal service terminates on January 3, 2009;

WHEREAS, City and Franchisee have agreed to enter into a franchise agreement and wish to set out the terms and conditions of that agreement in writing;

WHEREAS, City and Franchisee previously entered into an Exclusive Single Family Dwelling Waste Franchise Agreement on the 3rd day of December, 2008, and effective on the 4th day of January, 2009 (hereinafter referred to as "Agreement"); and

WHEREAS, City and Franchisee desire to amend and restate the Agreement.

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained and for other valuable consideration, the receipt of which is hereby specifically acknowledged, and pursuant to ARTICLE 11.04, AMENDMENT of the

Agreement, it is agreed that the aforesaid Agreement, dated on the 3rd day of December, 2008, and effective on the 4th day of January, 2009, is hereby amended and restated as follows:

1 – DEFINITIONS

As used in this Agreement, the following definitions apply:

1.02 Solid Waste All putrescible and nonputrescible materials in solid or semisolid form that have been discarded or abandoned by their owner, including domestic or household waste resulting from the ordinary domestic use or occupation of a house, flat, apartment, unit, boarding house, hostel or guesthouse; garbage, rubbish such as paper, cardboard, automobiles, cans, wood, glass, bedding, crockery and similar materials, junk vehicles and parts, ashes or incinerator residue, street refuse, dead animals, construction or demolition waste, commercial or industrial waste, garbage, sewage waste, commingled recyclables, source separated recyclables and other refuse which includes discarded materials that have no useful physical, chemical or biological properties after serving their original purpose and that cannot be reused or recycled for the same or other purposes. The term "solid waste" does not include hazardous waste.

1.03 Garbage. The term "garbage" means:

Putrescible animal and vegetable waste resulting from the handling, storage, preparation, cooking, and sale and serving of food and beverage.

This includes, but is not limited to:

1. Offal, swill, kitchen and table waste, and other organic animal and vegetable waste;
2. Bottles, cans, cups, plates, utensils, containers, and/or covering of any construction or material that has been in intimate contact with food, confection and/or beverage; and
3. Any component used in the preparation or manufacture of matter intended for animal or human consumption, and;
4. Such matter and/or materials listed in (1) through (3) above that have been discarded without first being sanitized.
5. Infectious Waste as defined by the Nevada State Health Division.

The mixing, addition, or commingling of garbage with rubbish, trash, or other waste matter renders the entire resulting mixture as garbage and requires the mixture to be handled as garbage.

1.04 Single Family Dwelling Waste. The term "single family dwelling waste" means waste produced by residents owning or having control over a single family dwelling located on a property within the City of Fernley.

1.05 Putrescible Waste. The term "putrescible" means wastes that are capable of being decomposed by microorganisms with sufficient rapidity as to cause nuisances

from odors, gasses and similar objectionable conditions. Food wastes, offal, and dead animals are examples of putrescible waste.

1.06 Refuse. The term "refuse" refers generally to all forms of discarded solid waste, including garbage, rubbish and waste matter.

1.07 Recyclable Material has the meaning ascribed to it in NRS 444A.013 and means solid waste that can be processed and returned to the economic mainstream in the form of raw materials or products, as determined by regulations adopted by the Nevada State Environmental Commission and the Nevada State Division of Health.

1.08 Franchisee as used in this Agreement is Trashpros, LLC., which is the entity awarded an exclusive single family dwelling waste franchise according to the terms of this agreement.

1.09 Hazardous Waste. The term "hazardous waste" means any waste or combination of wastes, including solids, semisolids, liquids or contained gases which:

(A) Because of its quantity or concentration or its physical, chemical or infectious characteristics may:

- (1) Cause or significantly contribute to an increase in mortality or serious irreversible or incapacitating illness; or
- (2) Pose a substantial hazard or potential hazard to human health, public safety or the environment when it is given improper treatment, storage, transportation, disposal or other management;

(B) Is identified as hazardous waste by the Nevada Department of Conservation and Natural Resources as a result of studies undertaken for the purpose of identifying hazardous wastes; and

(C) Includes, among other wastes, toxins, corrosives, flammable materials, irritants, strong sensitizers and materials which generate pressure by decomposition, heat or otherwise.

1.10 Single Family Dwelling. The term "single family dwelling" means a building or dwelling designed or used for single-family occupancy and where no business is conducted (other than a licensed home occupation business), and includes a mobile home, modular home, and multi-unit attached occupancies consisting of four units or less which includes, but is not limited to, duplexes, apartments, condominiums, or other attached occupancies consisting of four units or less.

1.11 Customer. The term "customer" means the occupant or owner of a single family dwelling unit that is paying the invoices for services and is current on their account. Franchisee, at its discretion, may invoice for its services either the occupant and/or owner of a dwelling; however regardless of who is invoiced as the "customer," the owner of the real property for which service is provided is ultimately responsible for the service provided.

1.12 Senior Resident. "Senior Resident" means any resident and customer 62 years of age or older as documented by a governmental identification.

1.13 Holidays. Franchisee shall not be required to collect single family dwelling customers on the following holidays; New Years Day, Independence Day, Thanksgiving and Christmas. Collection shall occur the following day, for the entire week following the holiday.

1.14 City of Fernley or City. The term "City of Fernley" or "City" refers to the incorporated boundaries of the City of Fernley, County of Lyon, State of Nevada as may be modified.

1.15 Multiple Family Dwelling. The term "Multiple Family Dwelling" refers any premises on which there are five or more attached dwelling units which are grouped together under the management of one person and which do not require separate individual collection of solid waste.

2 - GRANT OF EXCLUSIVE GARBAGE FRANCHISE

2.01 Grant of Exclusive Franchise. Subject to the terms of this Agreement, the City does hereby grant to Franchisee, and Franchisee does hereby accept, the exclusive duty, right and privilege of collecting, removing, transporting and disposing or otherwise handling all single family dwelling waste, generated, deposited and accumulated from single family dwelling establishments within the City, including any area hereinafter annexed by the City.

The term "exclusive" as used herein means that the City has exercised its authority under NRS 268.081 to displace and limit all competition so that Franchisee shall be the sole provider of collection, transport and disposal services for single family dwelling waste under this Agreement and under City ordinances as may be adopted in the future.

Except as provided in section 2.02 below, all single family dwelling activities within the City shall be required to utilize the collection container services provided by Franchisee for the collection and disposal of garbage.

2.02 Exclusivity. This franchise is exclusive in nature, and neither the City nor its residents shall make or enter into any other agreement or arrangement for the collection, transport, removal, or disposal of single family dwelling waste from within said City boundaries during the term of this Agreement.

2.03 Enforcement of Exclusivity of Franchise. All single family dwellings located on two (2) acres or less in the City shall be required by City to utilize the collection and container services of Franchisee provided for herein.

- A. To the extent permitted by law, the City and/or Franchisee shall prohibit any person from providing the same or similar service for the collection, hauling and disposing of single family dwelling waste within the City that is in violation of the terms of this exclusive franchise Agreement.
- B. Franchisee and City will observe and follow City Code and/or Ordinances relating to solid waste.

2.04 Term. This exclusive franchise shall commence upon the effective date hereof, January 4, 2009, and continue in full force and effect for a period of ten (10) years. This exclusive franchise shall automatically extend for two (2) additional five (5) year terms, unless either party notifies the other in writing at least twelve (12) months prior to expiration of the then current term of its intent not to extend this agreement.

2.05 Title to Solid Waste Stream. The title to the single family dwelling waste stream (excluding Hazardous Wastes) and the property rights associated therewith for the collection and disposal of single family dwelling waste under this Agreement shall be the sole property of Franchisee. For purposes of this Agreement, the transfer of title occurs at the time that the waste is deposited by single family dwelling customers in containers and left at the collection point for collection by Franchisee.

3 - OBLIGATIONS OF FRANCHISE HOLDER

3.01 Equipment. Franchisee shall at its cost and expense, furnish a sufficient number of trucks and other equipment, including all drivers and workers required for the service, operation, and maintenance of said trucks and other equipment for the purposes of providing a weekly, unless otherwise provided for, and satisfactory solid waste collection and disposal service in the areas covered hereby.

3.02 Sanitary Operation. Franchisee shall at all times exercise diligence in the supervision of its personnel to the end that care is taken to deposit all solid waste inside collection vehicles, leaving no garbage or other waste matter upon any street, alley, walkway or other public place within the City, or upon any private property used for the collection of garbage and other waste matter. Collection vehicles shall be safe, adequate and clean, constructed in such a manner to be covered so as to prevent the spilling, dripping or blowing of any contents from the vehicle. Franchisee's collection equipment shall be modern, up-to-date, maintained in good repair, and reasonably water tight. The exterior of the equipment shall be kept clean, presentable and cleaned of any debris and/or litter after dumping.

3.03 Public Relations and Customer Service. The City and Franchisee acknowledge and agree that the Franchisee shall at all times in the performance of its duties and responsibilities under this Agreement, maintain good relations with the public and shall promptly respond to customer issues. To this end:

- A. Franchisee shall diligently exercise supervision and training of its personnel so that the public coming into contact with such personnel shall be treated decently and courteously at all times.
- B. Franchisee shall provide an office and telephone number within City of Fernley wherein customers can transact business with Franchisee, during regular and posted office hours, which shall be not less than eight hours per day between 8 a.m. and 4:30 p.m., Monday through Friday, except holidays. The office shall accept and administer all requests for service initiations, terminations, and modifications, including special services and complaints.
- C. Franchisee shall maintain a computer log of all oral and written service complaints registered with Franchisee from customers. Franchisee shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all customer complaints.
- D. Franchisee shall annually survey its single family dwelling customers, preferably by an independent outside consultant, to determine the level of satisfaction of customers with the service provided by Franchisee. The results of that survey shall be included in the annual report to the City Manager and/or City Council described in subsection F hereof, or sooner as requested by the City.
- E. Franchisee shall maintain and actively pursue public information programs such as the "snapshot program," to encourage customer compliance with Federal, State, and local laws and ordinances. Franchisee shall support any City public information programs that shall be designed, with input from Franchisee, to promote public adherence to Franchisee's and City's policies.
- F. Franchisee shall report annually to the City Manager or City Council, as requested by the City, regarding compliance with its responsibilities under this section.
- G. Beginning in the spring of 2010, Franchisee shall provide annually to each single family dwelling customer that is current on their account, a voucher allowing the customer to dispose of a load of no more than three yards of garbage during a designated thirty (30) day period each year at the transfer station owned or operated by Franchisee.
- H. Franchisee shall provide services to the City of Fernley of a value not to exceed \$7,500 annually for City Events or Code Enforcements, not part of the standard trash service provided for in Section 5.09 below.

3.04 Approved Landfill. Franchisee shall be required to deposit all solid waste collected pursuant to this Franchise Agreement at an approved landfill site. For purposes of this Franchise Agreement, an approved landfill site is one holding a valid permit to permanently deposit municipal solid waste in accordance with all applicable

laws and regulations of the United States and/or the State of Nevada, including the Nevada Environmental Commission and the Nevada State Health Division.

It shall be the sole responsibility of Franchisee to provide for the permanent deposit of single family dwelling waste collected pursuant to this Agreement, in accordance with all applicable Federal, State and Local laws and regulations. Franchisee shall comply with this requirement by operating its own landfill or by entering into an agreement with the operator of a landfill that meets the requirements of this Agreement. As part of this contract, Franchisee shall submit to the City a request for approval of the selected landfill or landfills to be utilized by Franchisee prior to utilizing the landfill(s) during the term of this Agreement. City shall approve such request in a timely manner and shall not unreasonably withhold their approval.

3.05 Transfer Station. Franchisee shall be required to utilize an approved transfer station within a ten (10) mile radius of the Fernley City Hall. Nothing in this Agreement shall prohibit Franchisee from direct hauling solid waste to an approved landfill.

The transfer station shall provide for the temporary collection and compaction of solid waste so that an economical method of transportation of solid waste to an approved landfill is utilized by Franchisee.

For purposes of this Franchise Agreement, an approved transfer station is one holding a valid permit for the temporary storage of municipal solid waste in accordance with all applicable federal and/or local laws and regulations.

It shall be the sole responsibility of Franchisee to provide for a transfer station meeting the requirements of this Agreement. Franchisee may comply with this requirement by operating its own transfer station or by entering into an agreement with the operator of a transfer station which meets the requirements of this Agreement.

Franchisee shall make available for use at the Franchisee's Transfer Station and Fernley City Hall, a program for the separation at the source of recyclable material from other solid waste originating from the single family dwelling premises and public buildings where services for the collection of solid waste are provided. Franchisee will offer drop site recycling at no charge to City of Franchisee's single family dwelling customers. Recyclables will be collected and source separated at the Franchisee's Transfer Station and Fernley City Hall and will include paper and metal products only. The drop site locations at Franchisee's Transfer Station and Fernley City Hall will be operational not later than December 1, 2009.

Upon approval of this Agreement, Franchisee shall make commercially reasonable efforts to locate and develop a waste transfer station meeting State and City regulations, within the city limits of Fernley. Franchisee shall have eighteen (18) months from the effective date of this Agreement (January 4, 2009) to show substantial progress toward the location and development of such a transfer station. In the event that substantial progress has been made, Franchisee shall have an additional six (6)

months to complete and begin operating the transfer station within the city limits of Fernley. The above timelines are exclusive of any administrative or judicial appeal period applicable to the land use permitting process required for the initial construction or operation of the Transfer Station or the final disposition of any such appeal if filed.

City agrees to provide timely review and consideration of applications in relation to locating and building a transfer station where the City has jurisdiction to review and consider. The City agrees to cooperate with other governmental agencies as may be necessary to secure all land use entitlements for the Transfer Station.

4 - FRANCHISE FEE

4.01 Franchise Fee. Franchisee, its successors and assigns, shall pay to City, in quarterly installments on the 15th of the month following each calendar quarter during the term hereof, in an amount equal to eight (8%) percent of the "gross revenues" collected by Franchisee under this Agreement. If a franchise fee is received by the City after the due date, a late fee of ten percent (10%) per month of the delinquent amount will be assessed to the Franchisee.

4.02 Definition of "Gross Revenue". The term "gross revenue" as used in this Agreement includes all money, cash, receipts, property, or other things of value collected by Franchisee from both single family dwelling and commercial customers who use the service of Franchisee under this Agreement.

4.03 Record Keeping. During the life of this Agreement, Franchisee shall keep full, true, and correct books, records, and accounts, establishing the identity and number of customers served by it, and the amount of its gross monthly revenues which said books, records, and accounts shall at all times be open to inspection by the duly authorized representatives of City during regular business hours. Further, Franchisee shall furnish to City monthly a statement of all of its gross revenues attested as being correct by a representative of Franchisee duly authorized to do so.

4.04 Audit Requirement. Franchisee shall be required to submit to certain "agreed upon procedures" performed by City staff or a qualified independent person or firm to verify gross revenues as defined in this Agreement and the associated franchise fees payable or paid to the City. The verification and review to be conducted shall be limited to an analysis of Franchisee's revenue and shall not include any analysis or review of Franchisee's expenses or costs associated with performance under the terms of this Agreement. The Franchisee shall reimburse the City for the cost of conducting the agreed upon procedures in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7500.00). The City will not require the agreed upon procedures more often than every three (3) calendar years, with the procedure generally covering a three (3) year period. Following completion of the agreed upon procedures, the Franchisee will be provided a copy of the report of the procedures performed, the results and summary of amount due to City or to be refunded to Franchisee. Franchisee shall have thirty (30) days following receipt of the report to appeal the results of the report to the City Council.

Following expiration of any appeal period, either the Franchise shall remit amounts due the City or the City shall process refund of franchise fees, depending upon the results of the agreed upon procedures report.

5 - GARBAGE COLLECTION RATES AND PROCEDURES

5.01 Establishing Rates for Collection. The rates for collection are outlined in Exhibit A.

5.02 Rates Adjustment by Cost Of Living Index. The Rates to be charged by Franchisee to subscribers as established by the City as of the effective date of this Agreement are set out in Exhibit "A" and incorporated herein by reference. When any changes occur to the rate structure, Franchisee will forward an updated Exhibit "A" to the City Manager.

The rates in effect as of the effective date of this Agreement, and all rates established by the City hereafter shall be subject to annual increases based upon the percentage of change in the Consumer Price Index, All Urban Consumers, U.S. City Average- Item: Garbage and Trash Collection (1983=100) ("CPI") as published by the Bureau of Labor Statistics, Washington, D.C.

The first adjustment shall be made effective as of January 1, 2010, and shall be based upon the CPI increase for the period November, 2008 to November, 2009, and rates shall be adjusted in the same manner annually thereafter. Rates adjusted in accordance with the CPI shall not be greater than six percent (6%) nor less than zero percent (0%) in any one year regardless of the percentage change in the CPI. If the percentage change is less than zero percent (0%), Franchisee shall not be required to reduce rates.

Notwithstanding the method of establishing rates described above, Franchisee shall have the right to request an adjustment to rates where unforeseen or extraordinary circumstances resulting from governmental regulatory changes or significantly higher costs of operation that could not be reasonably anticipated. The adjustment to rates shall be within the sole discretion of City Council.

5.03 Scope of Single Family Dwelling Rates. For single family dwelling services, Franchisee shall be entitled to collect the rate as outlined in Exhibit A based upon the following criteria:

- A. The charge for collection of single family dwelling waste shall be on a weekly basis and shall include one "designated container" The designated container shall be provided by Franchisee to each owner or person having control of any single family dwelling unit within the City. The designated container provided by the Franchisee shall be a durable plastic container of approximately ninety-six (96) gallons in capacity (for "Standard Service"), or approximately sixty-five (65) gallons in capacity (for "Mini Service"), which are watertight, fitted with a lid, and equipped with wheels for easy handling. The designated container remains the property of the Franchisee.

For each additional designated container for garbage, an additional rate shall be charged by the franchise holder. The Mini Service will begin December 1, 2009 and will be available to the first one hundred (100) customers who make a request to Franchisee for the Mini Service. Franchisee and City will reevaluate the Mini Service program after June 30, 2010 in order to assess additional demand and possible expansion of the Mini Service to additional customers.

- B. The rate for single family dwelling Standard Service includes, in addition to the designated 96 Gallon container, seven extra bags or trash cans per week, not to exceed 32 gallons and that do not exceed 50 pounds each. Additional bundles of brush trimmings may be put out in place of bags or cans, but must not exceed 50 pounds each, exceed four feet in length or be more than one cubic yard. The rate of single family dwelling Mini Service includes the designated 65 gallon container with no additional bags, cans or bundles.
- C. When requested by the customer, the franchise holder shall provide additional containers or more frequent collections on an on-call basis. The rate for such additional containers or collections shall be set out in Exhibit A.
- D. Senior citizens that are both residents and customers as defined in this agreement shall be entitled to a 25% discount rate off the basic single family dwelling service outlined in Exhibit A.
- E. The single family dwelling rate charged by the franchise holder shall require that the designated container be placed behind the curb or on the edge of the alley or the designated location by 6:00 a.m. on the regular collection day. The Franchisee does not guarantee that service will be provided at exactly the same time on each service day, as unforeseen circumstances may cause an interruption in service; however, every effort will be made to provide consistency in single family dwelling service. The franchise holder shall be entitled to collect an additional charge based on a per 32 gal bag, trash can or bundle basis for any additional containers of garbage, rubbish or waste matter which would be in addition to the regular single family dwelling service as set forth in Exhibit A.
- F. Rollout service will be provided at no charge to any resident who is handicapped and cannot bring their container to the curb for pickup service, as determined by Franchisee, providing no other resident living at the household is not handicapped. Such customers' containers must be located in an easily accessible area, as Franchisee will not be responsible for entering a customer's garage, gate, locked area or other structure.
- G. Multiple family dwelling buildings, as included under this agreement, shall be charged for each container or service as outlined in Exhibit A.
- H. It is the responsibility of each customer to provide access to and from the designated container to allow regular collection service of the designated container in

accordance with the Franchisee's normal method of operation. The Franchisee will not be required to service the container where there is a lack of proper access, and no credit will be provided.

- I. The Franchisee may charge a reasonable fee to a customer when a customer requests that Franchisee clean their designated container. The customer shall be responsible for the replacement cost of a designated container that is lost or damaged if the Residential Franchisee can prove the customer did cause its loss or damage.

5.05 Rates for New Areas. As of the effective date hereof, the current rate structure covers the existing city limits of the City. The rates of single family dwelling areas which are annexed into the City and are subject to mandatory service under this agreement are the same rates as outlined in Exhibit A. However, Franchisee shall have the option of requesting to City Council an increased rate based upon potential hardship of providing service to a newly annexed single family dwelling area. The adjustment to rates shall be within the sole discretion of City Council.

5.06 Unlawful Accumulations. In any area of the City where a rate has been established, the designated City employee or City Code Enforcement Officer, upon application of either the franchise holder or any owner requesting service, shall have the power and authority to determine whether the service requested by an individual is adequate to prevent the unlawful accumulation of garbage or to prevent a health hazard or nuisance.

The Franchisee, at the request of the City, a complainant, or at their own discretion shall maintain a "Snap Shot" program whereby drivers are able to document inadequate service levels by the use of a digital camera. The primary purpose of the program is to ensure that customers have adequate service for their needs and that unlawful accumulations of solid waste do not occur. Rates for extra waste beyond basic single family dwelling service are set out in Exhibit A.

5.07 Service

A. **Mandatory Service.** The rates for collection and disposal of single family dwelling waste as set forth herein have been established upon the condition that mandatory single family dwelling garbage service will be in effect for the entire area within the boundaries of City and for the entire period that a rate is in effect. Upon approval of this Agreement, the City will adopt the appropriate ordinance or ordinances mandating of its residents single family dwelling waste service in accordance with the terms of this Agreement.

The Franchisee may be allowed to discontinue service to a customer if that customer has met all City's requirements for exemption from mandatory service.

B. **Non-mandatory Service.** The rates for collection and disposal of single family dwelling waste as set forth herein have been established upon the condition single

family waste service will be in effect for the entire area within the boundaries of City and for the entire period that a rate is in effect. The City has adopted the appropriate ordinance or ordinances mandating that single family dwelling waste service for parcels over 2 acres be provided only by Franchisee in accordance with the terms of this Agreement.

5.08 Collection Procedures. Franchisee shall be responsible for collection procedures in accordance with all federal, state, and local laws. Franchisee shall bill quarterly in advance on or about January 1st, April 1st, July 1st, October 1st. Customers shall pay for services within 10 days of the date of the Franchisee's Invoice. Franchisee may, in its discretion and as otherwise legally permitted, impose a service charge on all past due amounts accruing from the date of the invoice. In the event that a customer fails to pay for services for 90 days, Franchisee shall have the right to discontinue service until such time as payment is received.

5.09 Service to City Facilities. Franchisee agrees to collect and dispose of all refuse, not including sewage sludge, at all buildings, parks and other facilities owned by City which are open to the public and operating under normal conditions at a rate that is 25% less than Franchisee's standard rate for such service, as set out in Exhibit A. This reduced rate service provided by Franchisee shall apply to the disposal of City generated solid waste including waste resulting from natural disasters on City properties, and any special community event operated or sponsored by City. This discount specifically does not apply to any third party or contracted businesses. The cost of providing this service at the reduced rate shall be considered as a reasonable cost of operation for purposes of determining collection rates under paragraph 5.01 hereof.

5.10 Service in Time of Emergency. Franchisee agrees to the rate schedule as attached in Exhibit A under "Emergency Rates" for use requested by the City. Emergency Rates shall apply when a Federal, State, County, or City Emergency has been declared.

6 - SURETY

6.01 Surety. Franchisee shall forthwith furnish to City a bond running to City in the penal sum of \$75,000 on the condition that said Franchisee shall well and truly observe, fulfill and perform each and every term and condition of this Agreement. Said bond shall be filed with the City Clerk.

7 - INDEMNITY AND HOLD HARMLESS AGREEMENT

7.01 General Indemnity. Franchisee, its assigns or successors, shall protect, indemnify, defend, and hold harmless the City, its officers, officials, employees, and agents from and against any and all claims for damages, liability, loss, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with to the extent caused by, or arising from or in connection with the

breach of any representations, covenants or warranties of the Franchisee set forth in this Agreement, or any negligent actions or omissions or willful misconduct of the Franchisee, except for any such loss or damage to the extent caused by the sole negligence or willful misconduct of the City, its officers, officials, employees and agents.

7.02 Environmental Indemnity. Further, Franchisee shall protect, defend, indemnify, and hold harmless the City, its officers, employees, and agents from and against any and all claims for actual damage, natural resources damages, remediation and removal costs, and losses of every kind and description, arising out of or resulting from any cleanup, removal, remedial, or other plan, concerning the release of any hazardous substance or hazardous waste, as hazardous substance and hazardous waste shall be defined by state and federal laws, as amended from time to time. This indemnity shall not apply with respect to any hazardous waste or hazardous substance generated by the City or its residents or business and delivered by City to Franchisee. The foregoing indemnity is for the exclusive benefit of the City and parties indemnified, and in no event shall such indemnity inure to the benefit of any third party.

7.03 Notice. Franchisee shall have no obligation to indemnify or defend hereunder unless the City provides written notice to Franchisee upon the City being served a written complaint giving rise to Franchisee's obligation to indemnify hereunder within fifteen (15) days or within ninety (90) days if the City files an answer in response to the Complaint.

8 - LIABILITY INSURANCE

8.01 Coverage. Franchisee shall guarantee that in the exercise of duties under the franchise, every reasonable and proper precaution to avoid damage or injury to persons or property shall be used and that the franchisee shall at all times and under all circumstances indemnify and hold harmless the City of Fernley, the Fernley City Council, the Mayor, and the employees of the City for any and all liability from each and all such damage, injury, loss or expenses caused or occasioned by reason of any act, or failure to act of the franchisee, its officers, agents, and employees. The Franchisee further agrees that if the City is sued by any person or business of any kind to recover damages for injury to any person or property on account of actions during performance of duties under the franchise, the Franchisee, its successors and assigns, shall defend all such suits and pay all judgments courts may enter in such suits.

Franchisee shall be required to provide and maintain in full force and effect Commercial General (and Auto) Liability Insurance on an occurrence form, with insurers licensed in the State of Nevada with a current A.M. Best rating of no less than A: VII.

Limits of liability shall be at least \$3,000,000 combined single limit per occurrence and aggregate.

Any deductibles and self-insured retentions over \$5,000 must be approved by the City.

The City, its officers, employees, agents, and volunteers shall be named as additional insured. The Franchisee's insurance shall be primary as respects the City as it relates to the performance of this agreement. Failure to comply with reporting or other provisions of the policy shall not affect coverage provided to the City. Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability; and shall be endorsed to state that coverage will not be voided, suspended, cancelled or reduced except after 30 days prior written notice, certified mail, return receipt requested has been given to the City. Franchisee shall furnish the City with certificates and original endorsements effecting coverage required by this clause. Endorsements must be signed by a person authorized by that insurer to bind coverage on its behalf.

Pursuant to NRS Chapters 616A through 616D, Franchisee shall provide Workers' Compensation insurance to statutory limits and employer's liability of at least \$1,000,000.

Franchisee shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

9 - TRANSFER, ASSIGNMENT AND SUBCONTRACTS

9.01 Franchisee's Right to Assign. Franchisee reserves the right to assign or transfer its rights hereunder, provided that in such event, Franchisee shall file with the City Clerk written notice of any contemplated sale, transfer, assignment, or lease of such franchise or any part thereof, or of any other rights or privileges granted hereby, 30 days before such sale, transfer, assignment or lease is to become effective. No such sale, transfer, or assignment or lease of such franchise, or any part hereof, shall be effective until and unless approved by the City, which consent and approval shall not be unreasonably delayed or withheld. Notwithstanding the foregoing, Franchisee shall have the right, without seeking or obtaining approval or authority from the City, to assign or transfer this Agreement to any affiliate of Franchisee or its parent corporation.

9.02 Subcontracts. Franchisee shall have the right to enter into subcontracts for the collection and disposal services required by this Agreement, provided that Franchisee shall remain responsible to City for the complete performance of all terms and conditions of this Agreement by such subcontractors. The term "subcontract" does not include any operations conducted under this Agreement by affiliated companies with Franchisee, including all companies owned or controlled by Franchisee's parent corporation.

All subcontracts require the prior approval of the City, which approval the City agrees will be timely and shall not be unreasonably withheld. All subcontractors shall be required to fully perform all terms and conditions of this Franchise Agreement and the City Codes pertaining to garbage and collection services, and subcontractors shall be required to collect at the rates established by City.

10 - DEFAULT; FORCE MAJEURE; CHANGE IN LAW

10.01 Default. In the event of any material failure or refusal of Franchisee to comply with any obligation or duty imposed on Franchisee under this Agreement, the parties shall meet and confer in good faith in an effort to agree on a resolution and cure of the breach. In the event the parties are unable to agree, and the City may declare an event of default hereunder; and in the event of such default Franchisee shall cure such default within 15 days after receipt of written notice of such default, breach or deficiency from the City. If any such default is of such nature that it cannot be completely cured within 15 days as determined by the City Manager, then unless Franchisee shall commence such cure within 15 days after notice of such default given by City and shall thereafter diligently and in good faith proceed and continue to cure such default and shall succeed in curing such default within 45 days or a reasonable period of time as may be determined by City Council, the City may, at its option, terminate this Agreement. Notwithstanding, the City Council may terminate this Agreement after notice and 15 days after receipt of notice by the Franchisee where the Franchisee fails to materially perform the collection of single family dwelling waste or deposit of waste at approved landfill provisions of this agreement.

10.02 Force Majeure. The performance of this Agreement may be discontinued or temporarily suspended in the event of circumstances beyond the City's or Franchisee's control, whether or not foreseeable, including, without limitation Force Majeure. Franchisee shall not be deemed to be in default and shall not be liable for failure to perform under this Agreement if Franchisee's performance is prevented or delayed by circumstances beyond the City's or Franchisee's control, whether or not foreseeable, including, without limitation, Force Majeure. For purposes of this Agreement, the term "Force Majeure" means acts of God, landslides, lightning, forest fires, storms, floods, freezing and earthquakes, civil disturbances, acts of the public enemy, wars, blockades, acts of terrorism, public riots, explosions, and governmental restraint.

10.03 Changes in Law. In the event that new or amended local, state or federal laws, rulings or regulations are enacted after the effective date of this Agreement and have the effect of preventing or precluding compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such new or amended local, state or federal laws or regulations, and the parties shall enter into an amendment of this Agreement that reflects the extent to which the provisions hereof have been so modified or suspended. Nothing in this Agreement shall prohibit Franchisee from obtaining or seeking to obtain modification, reversal or repeal of such law, ruling or regulation or restrict Franchisee's right to legally contest the validity of such law, ruling or regulation. Franchisee shall not be considered in breach of this Agreement during such time as Franchisee is contesting or appealing any notice of violation, ordinance, rule, regulation, ruling or law.

11 - MISCELLANEOUS PROVISIONS

11.01 Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties, and their respective successors and permitted assigns.

11.02 Independent Contractor. Franchisee is an independent contractor and shall not be deemed an employee of the City.

11.03 Additional Fees. Franchisee shall pay, in the same manner as any other business, a City business license, real and personal property taxes, building permit fees, and other such fees.

11.04 Amendment. This Agreement, including any term or provision hereof, may be amended only by an instrument in writing and signed by the parties hereto.

11.05 Saving Clause and Entirety. If any non-material provision of this Franchise Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Franchise Agreement.

11.06 Notices. All notices required or permitted to be given under this Franchise Agreement shall be in writing and shall be personally delivered or sent by telecopier or US certified mail, postage prepaid, return receipt requested, addressed as follows:

To Franchisee:
Trashpros, LLC
Attention: Todd Alexander
P.O. Box 680
Fernley, NV 89408

To City:
City Manager
City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408

Or to such other address as either party may from time to time designate by notice to the other given in accordance with this paragraph. Notice shall be deemed effective on the date personally served or sent by telecopier or, if mailed, three (3) business days from the date such notice is deposited in the US mail.

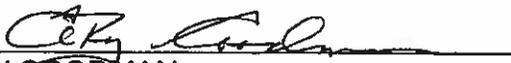
11.07 Dispute Resolution. In the event of any dispute, claim, question or disagreement arising from or relating to the parties' obligations hereunder or arising out of this Agreement or the breach thereof, the parties shall first attempt resolution through mutual discussion.

In the event that the parties are unable to reach a resolution, either party may initiate a civil action in the Third Judicial District Court for the State of Nevada for the purpose of

enforcing the terms of this Agreement. It is the intent of the parties that the obligations contemplated in the agreement herein will not be interrupted by the dispute but will continue to move forward until the dispute can be resolved.

In Witness whereof, the parties have executed this Agreement effective the day and year first above written.

CITY OF FERNLEY,
a Political Subdivision of the State of Nevada

By: 
LEROY GOODMAN
MAYOR, CITY OF FERNLEY

ATTEST:
By: 
LENA SHUMWAY
CITY CLERK, CITY OF FERNLEY

TRASHPROS, LLC, a Nevada Limited Liability Company

By: 
TODD ALEXANDER
OWNER

Exhibit "A"

Garbage Collection Rates for City of Fernley-Incorporated City Limits Only Effective January 4, 2009 thru January 3, 2010

Franchise Fee 8% inclusive in rates

Residential Collection Rate Schedule

Single Family - Residential Service

1-96 Gallon Roll Cart Plus 7 Extra Tied Bags, Cans or Tied Bundles
1-65 Gal Roll Cart Mini Service - No Extras-100 Custs Only- Effective 12-1-2009
Additional 96 Gallon
Extra Tied Bags, Cans or Tied Bundles Beyond Basic Service-Price Each
Size Limit for Tied Bags, Cans or Tied Bundles not to exceed
32 gallons or 50 lbs each

Per Month - Per Resident	
Regular	Senior
\$ 21.96	\$ 16.47
\$ 19.96	\$ 14.97
\$ 8.16	\$ 6.12
\$ 3.09	\$ 2.32

Bulk Waste Pick Up - Per Cubic Yard

\$21.62	\$16.22
---------	---------

Large Volume Service

Size	1 x week	2 x week	3 x week	4 x week	5 x week
96 Gallon	\$ 21.96	\$ 43.92	\$ 65.88	\$ 87.84	\$ 109.80
300 Gallon	\$ 100.00	\$ 200.00	\$ 300.00	\$ 400.00	\$ 500.00

Temporary Containers and Drop Boxes for Residential Service

Size	Per Pick Up
300 Gallon	\$ 100.00

City Owned Facilities

Size	1 x week	2 x week	3 x week	4 x week	5 x week
96 Gallon	\$ 16.47	\$ 32.94	\$ 49.41	\$ 65.88	\$ 82.35
300 Gallon	\$ 75.00	\$ 150.00	\$ 225.00	\$ 300.00	\$ 375.00

City Owned Facilities - On Call Services

Size	Per Pick Up
300 Gallon	\$ 75.00
14 yard	\$ 170.25
20 yard	\$ 243.27
30 yard	\$ 340.58

Emergency Rates

Size	Per Pick Up
300 Gallon	\$ 90.00
14 yard	\$ 204.30
20 yard	\$ 291.92
30 yard	\$ 408.69

APPENDIX D: Addendum A & B to Franchise Agreement: City of Fernley
and Trashpros, LLC

AMENDMENT TO THE
SOLID WASTE FRANCHISE AGREEMENT
BETWEEN LYON COUNTY, NEVADA
AND
WASTE MANAGEMENT OF NEVADA, INC.,
D/B/A FERNLEY DISPOSAL

This Amendment to the Solid Waste Franchise Agreement (“Amended Franchise Agreement” or this “Agreement”) is entered into as of the Effective Date, as defined below, by and between Lyon County, Nevada, a political subdivision of the State of Nevada, (“Franchisor” or “County”) and Waste Management of Nevada, Inc., a Nevada corporation, d/b/a Fernley Disposal (“Franchisee” or “Contractor”), for the collection, transportation, and disposal of Solid Waste. Franchisor and Franchisee may be referred to herein collectively as the “Parties” or individually as a “Party.”

R E C I T A L S

WHEREAS, NRS 244.187 authorizes the County to provide by franchise for Solid Waste collection and disposal services within the limits of Lyon County; and

WHEREAS, the Franchisor entered into a Solid Waste Franchise Agreement (Franchise Agreement) with Franchisee effective April 1, 2009, attached hereto as EXHIBIT 1; and

WHEREAS, Paragraph 27 of the Franchise Agreement requires, in part, the Franchisee to site, develop, construct, provide and place into operation an approved Transfer Station in the area of Silver Springs by April 1, 2011; and

WHEREAS, Franchisee will not have completed acquisition of a site or construction of a transfer station by the April 1, 2011, deadline and desires to have the deadline extended to permit completion of the Transfer Station in a reasonable time frame; and

WHEREAS, the Franchisee has provided an affidavit attached hereto as EXHIBIT 2, that the Franchisee has in good faith attempted to comply with the requirement contained in Paragraph 27 of the Franchise Agreement but has had difficulty in obtaining an appropriate site. Accordingly, Franchisee will require an additional six (6) months from the April 1, 2011 date to October 1, 2011, in order to meet the obligations under the Franchise Agreement; and

WHEREAS, Franchisor and Franchisee are mindful of the benefits to the citizens of Lyon County from the development of a Transfer Station in the Silver Springs area, and it is the Parties intent and desire to provide for a reasonable opportunity for the Franchisee to develop the Transfer Station; and

WHEREAS, the Franchisor has determined that an extension of six (6) months from the April 1, 2011 date contained in Paragraph 27 to October 1, 2011, to allow Franchisee additional time to comply the terms of Paragraph 27 of the Agreement is in the Franchisor’s best interest.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, the Parties mutually agree that the Franchise Agreement is amended as follows:

1. Paragraph 27 of the Franchise Agreement is amended to read:

27. Silver Springs Transfer Station. By October 1, 2011, Contractor will use commercially reasonable efforts to site, develop and provide a Transfer Station in the area of Silver Springs that meets the current needs of the area, yet provides the opportunity for expansion to meet any future growth. At a minimum, the Silver Springs facility will be open for public use a minimum of 3 days per week. Rates for transfer and disposal services from this new facility shall be as mutually agreed upon by the County and Contractor, prior to the commencement of construction of the facility. It is the parties' expectation that the development costs and pricing for the Silver Springs facility should be largely consistent with the Dayton Transfer Station. Contractor will provide waste disposal for residents of Silver Springs at the Fernley Transfer Station at the same rates as provided for in this agreement during the period between April 1, 2011 and the opening of the Silver Springs Transfer Station.

2. All other terms and conditions of the Franchise Agreement shall remain in full force and effect. .

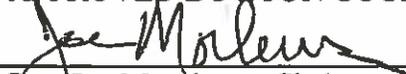
3. This amendment shall be effective on March 31, 2011.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Franchise Agreement to be executed and legally bound thereby.

[Signature page follows]

LYON COUNTY, NEVADA

APPROVED BY LYON COUNTY BOARD OF COUNTY COMMISSIONERS



By: Joe Mortensen, Chairman
Board of County Commissioners
Lyon County

Date 3/17/11

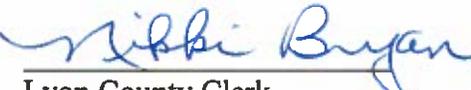
REVIEWED AS TO FORM ONLY



Robert Aber, District Attorney

Date 3-21-11

ATTEST:



Nikki Bryan
Lyon County Clerk

WASTE MANAGEMENT OF NEVADA, INC.

By: 

Its: Alex Oseguera Area Vice-President

Date: 4-4-11

ATTEST:

ADDENDA A

TO THE EXCLUSIVE SINGLE FAMILY DWELLING WASTE FRANCHISE
AGREEMENT BETWEEN
THE CITY OF FERNLEY AND TRASHPROS, LLC

This Addenda A to the Exclusive Single Family Dwelling Waste Franchise Agreement between the City of Fernley and TrashPros, ("Agreement") is entered into this 19th day of September, 2012, by and between The City of Fernley ("City"), TrashPros, LLC ("Trashpros"), and Waste Management of Nevada, Inc., a Nevada corporation; also referred to as "The Parties."

AGREEMENT FOR TRANSFER OF RIGHT TO PROVIDE EXCLUSIVE SINGLE
FAMILY DWELLING WASTE FRANCHISE AGREEMENT

On December 3, 2008, the City of Fernley and TrashPros LLC entered into an Exclusive Single Family Dwelling Waste Franchise Agreement (Franchise Agreement), thereafter amended and restated on August 5, 2009, which provides the exclusive right to provide service to the residents of Fernley.

The Exclusive Single Family Dwelling Waste Franchise Agreement contains in relevant part:

Section 9.01: Franchisee's Right to Assign. Franchisee reserves the right to assign or transfer its rights hereunder, provided that in such event, Franchisee shall file with the City Clerk written notice of any contemplated sale, transfer, assignment, or lease of such franchise or any part thereof, or of any other rights or privileges granted hereby, 30 days before such sale, transfer, assignment or lease is to become effective. No such sale, transfer, or assignment or lease of such franchise, or any part hereof, shall be effective until and unless approved by the City, which consent and

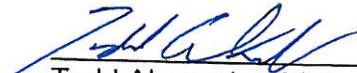

CoF Counsel 
Mayor


Waste Management
Page 1 of 3

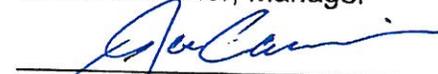

TrashPros Counsel


TrashPros

DATED 9-28-12


Todd Alexander, Manager

DATED Oct. 1, 2012


Waste Management of Nevada, Inc., a Nevada corporation, Joe Cassin, V.P.

DATED: 9/19/12


LeRoy Goodman, Mayor

Attest:
DATED: 9/19/12

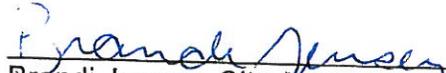

KIM SWANSON, City Clerk

APPROVED AS TO FORM:

DATED: 9/28/12


Jim Cavilia, Esq.
PO Box 646
Carson City, NV 89702
Attorney for TrashPros, LLC

DATED: 9/27/12


Brandi Jensen, City Attorney
595 Silver Lace Blvd.
Fernley, NV 89408
775) 784-9861
Attorney for the City of Fernley


CoF Counsel


Mayor


Waste Management
Page 3 of 3


TrashPros Counsel


TrashPros

ADDENDUM B

**TO THE EXCLUSIVE SINGLE FAMILY DWELLING WASTE FRANCHISE
AGREEMENT BETWEEN
THE CITY OF FERNLEY AND WASTE MANAGEMENT, LLC**

This Addendum B to the Exclusive Single Family Dwelling Waste Franchise Agreement between the City of Fernley and Waste Management of Nevada, Inc., ("Agreement") is entered into this 19th day of June, 2013, by and between The City of Fernley ("City"), and Waste Management of Nevada, Inc. a Nevada Corporation ("Waste Management"); also referred to as "The Parties."

**AGREEMENT TO AMEND THE EXCLUSIVE SINGLE FAMILY DWELLING
WASTE FRANCHISE AGREEMENT**

On December 3, 2008, the City of Fernley and Trash Pros entered into an Exclusive Single Family Dwelling Waste Franchise Agreement, thereafter amended and restated on August 5, 2009, which provides the exclusive right to provide service to the residents of Fernley. This right was transferred in Addenda A to Waste Management, dated September 19th 2012 (the First Amended and Restated Exclusive Single Family Dwelling Waste Franchise Agreement and the Addenda A may collectively be referred to as the "Franchise Agreement").

The Exclusive Single Family Dwelling Waste Franchise Agreement contains in relevant part:

Section 2.04: Term. This exclusive franchise shall commence upon the effective date hereof, January 4th, 2009, and continue in full force and effect for a period of ten (10) years. This exclusive franchise shall

CoF Counsel
Management

Mayor

Waste Management

Waste Management Counsel

Waste

automatically extend for two (2) additional five (5) year terms, unless either party notifies the other in writing at least twelve (12) months prior to expiration of the then current term of its intent not to extend the agreement.

The Parties hereby invoke the provision of the first extension for a definite period of five years. The Franchise Agreement will therefore be in full force and effect and extend until the 3rd day of December 2023, at which point the second extension may be reviewed as noted in the above provisions.

Waste Management and the City further agree to modify the terms of the Franchise Agreement as follows:

Section 3.05

The following sentence shall be deleted in its entirety "Franchisee shall be required to utilize an approved transfer station within a ten mile radius of Fernley City Hall." and replaced with the following:

"Franchisee shall be required to utilize an approved transfer station within the City Limits of Fernley. The City acknowledges that the existing approved Waste Management transfer station is located at 1100 US Highway 95A S, Fernley, Nevada 89408 ("Transfer Station") and is within City limits. The City agrees that it will take no action, and will prevent any action, to allow the annexation of the Transfer Station outside of the City Limits, and if that were to happen, Waste Management is relieved of the obligation to keep a transfer station within City Limits. Waste Management agrees that the Transfer Station shall be open for a minimum of five (5) days per week, including Saturday, as a drop off location for Fernley residents for refuse waste that is acceptable at the Transfer Station. The operational hours of the Transfer Station will be set by Waste Management. Waste Management agrees that there will be a 1 (one) yard minimum charge for disposal at the Transfer Station."

The last two paragraphs of Section 3.05 beginning "Upon approval of this Agreement" and "City agrees to provide timely review" shall be deleted in their entirety.

CoF Counsel
Management

Mayor

Waste Management

Waste Management Counsel
Page 2 of 4

Section 5.07

The following sentence shall be added to the end of Section 5.07 A.:

"The City of Fernley agrees to process exemption requests for those that apply for the reasons stated on the applicable Application for Exemption from Garbage Service. Waste Management agrees that it will process exemption requests for tenant vacancies and seasonal vacancies."

Section 5.09

The term "25%" in the first sentence is deleted and is replaced with "50%".

The following sentences shall be added to the end of the Section 5.09:

"However, the standard rate will remain subject to adjustment by the Cost of Living Index in accordance with section 5.02 of the Franchise Agreement. Waste Management and the City agree that each party will contribute \$4,000 per year as a "Trash Subsidy" to assist low-income customers in paying their Waste Management bills, to be administered by Lyon County. The "Trash Subsidy" from Waste Management is due to Lyon County by July 30 each year.

The Parties hereby approve and consent to the addendum changes above of the Franchise Agreement. All of the other terms and conditions in the Franchise Agreement that are not modified by this Addendum B, shall remain in full force and effect. .

Each signatory for the Parties below has read the Addenda B, agrees to be bound by said document, and has the authority to bind their respective entity as listed.

CoF Counsel Mayor
Management

Waste Management

Waste Management Counsel Waste
Page 3 of 4

DATED 6/28/2013


Waste Management of Nevada, Inc., a
Nevada corporation

DATED: 6/19/2013

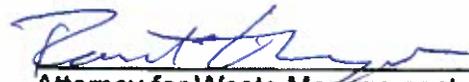

LeRoy Goodman
Mayor, City of Fernley

Attest:
DATED: 6/19/2013

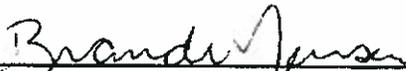

KIM SWANSON
City Clerk, City of Fernley

APPROVED AS TO FORM:

DATED: 7/1/2013


Attorney for Waste Management

DATED: 6/24/13


Brandi Jensen, City Attorney
595 Silver Lace Blvd.
Fernley, NV 89408
775) 784-9861
Attorney for the City of Fernley

APPENDIX E: Franchise Agreement: City of Yerington and D&S Waste
Removal

FRANCHISE AGREEMENT

THIS AGREEMENT made and entered into this 28th day of March, 2016, by and between D & S Waste Removal, Inc., a Nevada Corporation, herein referred to as D & S, and the City of Yerington, Nevada, herein referred to as the City:

WITNESSETH

WHEREAS, D & S wishes to continue to operate the garbage collection and disposal service within the city limits of Yerington under similar terms and conditions as its previous franchise; and

WHEREAS, City is desirous that the collection and disposal of garbage within the city limits of Yerington be accomplished in an orderly manner.

IT IS THEREFORE AGREED AS FOLLOWS:

1. This Agreement is for a term of five (5) years.
2. That D & S be granted exclusive right during the term of this Agreement to collect and haul for hire over the streets and alleys of the City all garbage collected from public and private customers located within the corporate limits of the City. Garbage is to be interpreted to mean and include all waste, vegetable matter, rubbish, trash, debris, cold ashes, tin cans and other waste materials generally, including articles ordinarily and customarily hauled away and dumped.
3. That D & S be required to furnish collection service to any person or organization, public or private, within the corporate limits of the City, after receipt of a request for such service; provided, however, that D & S shall not be required to furnish service to any householder, dwelling, business establishment, or any other building requiring service unless the

owner thereof shall furnish an opening into his yard or grounds from the alley or street where garbage is customarily collected,

nor where a private road must be used to obtain access thereto unless such a private road is not less than fourteen (14) feet in width. In addition, D & S shall not be required to haul garbage when:

A. The person owning or accumulating the same has failed to pay for services by D & S billed to him at least thirty (30) days prior thereto; or

B. The garbage as defined herein is in a container of more than 45 gallons capacity or 60 pounds in weight; or

C. The container has become filled with water.

4. All trucks used by D & S for the collection and hauling of garbage shall be maintained in a safe operating condition at all times and shall be equipped with a closed body that includes hydraulically operating devices for compacting collected garbage.

5. That fees should be charged and collected by D & S from persons served, which fees shall be reasonable and within the maximum schedule of rates approved by the City Council of the City; a copy of the schedule shall, at all times, be kept on file in the office of the City; and, a maximum schedule of rates shall be reviewed and determined by the City each year during the term of this Agreement.

6. D & S shall carry public liability and property damage insurance, showing the City as additional insured. Public liability and property damage insurance shall be maintained, without interruption, by D & S in an amount not less than \$1,000,000 per occurrence.

7. D & S shall pay to the City the appropriate fees for all necessary licenses, and shall also pay all taxes imposed by the City and shall, in addition thereto as consideration for the execution of this Agreement, pay a sum equal to three percent (3%) of the total gross receipts each year during the term of this Agreement. D & S shall file with the City Clerk within thirty (30) days of the expiration of any calendar quarter during which this license is in force, a verified statement showing in appropriate detail the total gross receipts of D & S, its successor or assigns, during the preceding calendar quarter in the City. It shall be the duty of D & S to pay the City within fifteen (15) days after the time of filing of such statement, any specified sum or the calendar quarter covered by such statement. Any neglect, refusal or omission by D & S to file such statement or to pay such sum at the time or in the manner herein above provided, shall be grounds for the declaration of a forfeiture of the license and all the rights hereunder.

8. D & S shall not perform any services for customers for any compensation other than that stated in its schedule of rates and charges, then on file with the City Clerk, unless an application for modification has been approved in the manner hereinafter set forth, both in the instance of any application for an initial modification and in the instance of any subsequent application or applications for modification.

Any proposed modification of such schedule shall be filed with the City Clerk before any such modification may become effective. Within a period of sixty (60) days the City Council shall, after public hearing and notification to D & S, act by resolution or by City Council motion to approve or disapprove, in whole or in part, such proposed modification. A proposed modification will only be effective upon the express approval of the City Council. Any modification of such schedule or part thereof that is approved shall not be put into effect until the

first day of the month following approval. An application filed pursuant to this Section and denied in whole or in part may be renewed after three (3) months following the date of such disapproval.

The rates and charges fixed by D & S promulgated either initially or as a result of the above-designated procedure, shall not be arbitrary, unreasonable, or unjustly discriminatory.

Anything contained herein to the contrary notwithstanding, the initial rate schedule shall be adjusted on April 1st of each year according to the Consumer Price Index (West Coast) without the necessity of notice of hearing. In no event, however, shall said increase exceed 5%.

Franchisee may incorporate a fuel surcharge in its billing in the event price fuel prices rise above \$4.00 per gallon. Said fuel surcharge shall be no less than of 3% nor more than 5% of the total billing reflected on the individual customer's invoice. Any fuel surcharge incorporated pursuant to this paragraph shall be temporary and shall be removed from the billing on the quarter following the quarter where fuel prices fall below \$4.00 per gallon.

9. Should it be determined that any clause, condition or covenant of this Agreement, for any reason, be illegal or unenforceable, such clause, condition or covenant shall be modified to reflect the true intention of the parties and the existence of the same shall not affect the remaining clauses, conditions or covenants of this Agreement.

10. Furthermore, the City reserves the absolute right upon notice and a hearing, which notice shall be given to D & S not less than thirty (30) days before such hearing, to terminate this grant for any violations of the terms and provisions of this Agreement, or to impose any additional conditions which may be necessary to assure compliance with this Agreement and to ensure adequate service to the people of Yerington.

11. D & S shall comply with all ordinances and regulations adopted or made by the City, pertaining to collection, hauling and disposing of garbage within the corporate limits of the City, or regulating the use of the streets thereon.

12. The City shall continue to pay for five (5) barrel pickups on Main Street and D & S shall continue to pick up the twelve (12) barrels on Main Street placed there by the Yerington Rotary Club.

13. This Agreement shall remain in full force and effect from and after the date of its signing.

City of Yerington

D & S Waste Removal, Inc.

George Dini *MAYOR*
PRO TEM
By its Mayor: George Dini

Darrol Brown
By its President: Darrol Brown

ATTEST:

Sheema D. Shew
INTERIM CITY CLERK

2018 RATE SCHEDULE

CITY of YERINGTON			
BINS			
	Per Pick Up	Per Month	Per Qtr
1YD	26.33	\$114.11	\$342.33
1 1/2YD	34.47	\$149.39	\$448.17
2YD	43.49	\$188.44	\$565.32
3YD	48.36	\$209.58	\$628.74
4YD	55.18	\$239.12	\$717.36
6YD	79.50	\$344.50	\$1,033.50
OPEN TOP ROLL OFF			
		Per Pull	
10 YD		\$272.20	
15 YD		\$294.67	
20YD		\$335.34	
25YD		\$418.95	
30YD		\$503.03	
34YD		\$570.08	
\$35.00 Demurrage per week			
COMMERCIAL COMPACTOR			
		Per Pull	
10YD		\$289.81	
13YD		\$376.66	
15YD		\$434.63	
20YD		\$579.61	
25YD		\$727.09	
30YD		\$869.39	
37YD		\$1,072.26	
40YD		\$1,159.20	
RESIDENTIAL			
	Per Week	Per Month	Per Qtr
SENIOR (62+) 2 Cans + 1 CU YD	\$5.14	\$22.29	\$66.87
REGULAR 2 Cans + 1 CU YD	\$5.70	\$24.69	\$74.07
WW 95 Gal + 1 CU YD	\$6.29	\$27.24	\$81.72
COMMERCIAL WW			
	Per P/U	Per Month	Per Qtr
COMM WW	\$7.46	\$32.34	\$97.02

APPENDIX F: Lyon County Code

Chapter 11

WASTE DISPOSAL CONTROL¹

10.11.01: TITLE:

This chapter shall be known as the *LYON COUNTY SOLID, LIQUID AND OTHER WASTE DISPOSAL CONTROL ORDINANCE* and may be known as the *WASTE DISPOSAL CONTROL ORDINANCE*. (Ord. 539, 9-3-2009)

10.11.02: LEGISLATIVE INTENT:

It is hereby declared to be the policy of Lyon County to regulate, control and limit the services for the collection, transportation and disposal of solid waste to provide adequate, economical and efficient services to the inhabitants of the county and to promote the general welfare of those inhabitants.

It hereby is further declared to be the policy of Lyon County that no solid or liquid waste of any sort whatsoever, including, but not limited to, contaminated water, sewage, sewage plant effluent, sewage plant sludge, septic tank sludge, septic tank pumpage, garbage, vegetation, wastepaper, waste metal, except for wrecked motor vehicles destined for licensed wrecking yards, waste organic or inorganic matter or any waste which may affect health or safety or adversely impact the general welfare, may be imported into or transported (except on public highways) through unincorporated Lyon County by any person, corporation, or other public or private entity, including political subdivisions of the state of Nevada, for disposal or disposed of in Lyon County unless the benefits accruing to Lyon County and/or residents of Lyon County from such importation and disposal shall be determined by Lyon County to exceed any adverse effects resulting therefrom. This chapter is not intended to apply to privately operated recreational vehicles. (Ord. 539, 9-3-2009)

10.11.03: PURPOSE:

The purpose of this chapter is to provide protection to the environment of Lyon County and to provide for the health, safety and general welfare of the residents and businesses of Lyon County by providing a procedure for evaluation of proposals and authorizing entities to provide services for the collection, transportation and disposal of solid waste and for the importation of waste for disposal in Lyon County, approval by Lyon County of those proposals which, after such evaluation, appear to be acceptable and rejection of those proposals which appear to be unacceptable. (Ord. 539, 9-3-2009)

10.11.04: DEFINITIONS:

As used in this chapter, the words and phrases defined herein have the meanings ascribed to them as follows:

APPROVED LANDFILL: A site holding a valid permit to permanently deposit municipal solid waste in accordance with all applicable laws and regulations of the United States, the state of Nevada, the Nevada environmental commission and any other agency with lawful jurisdiction.

BRUSH: Plants or grass clippings, leaves or tree trimmings.

BULKY WASTES: Stoves, refrigerators which have CFCs removed by a certified technician, water tanks, washing machines, all other household appliances, furniture, loose brush and other materials that do not exceed fifty (50) pounds, and other waste materials other than construction debris, dead animals, or stable matter with weights or volumes greater than those allowed for containers.

BUNDLE: Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet (4') in length, or fifty (50) pounds in weight.

CART: Franchisee owned wheeled cart that is a plastic container with sixty four (64) or ninety six (96) gallons of capacity; designed for and used with a hydraulic lifting mechanism; weighing not over eighty (80) pounds per 64-gallon capacity and one hundred eighty (180) pounds per 96-gallon capacity when full; fitted with a sturdy handle and a cover; be rodent and insect resistant; and be capable of holding collected liquids without spilling when in an upright position.

COMMERCIAL AND INDUSTRIAL WASTE (C&I WASTE): Waste collection from business establishments, public buildings or places, and buildings of a commercial nature containing dwelling units or living accommodations of a temporary or transient nature, including, but not limited to, motels, hotels, boarding houses and rooming houses, as well as waste generated by persons living in an apartment house, mobile home park, recreational vehicle park, or campground, of three (3) or more units, and any waste generated by not for profit associations or corporations.

CONSTRUCTION AND DEMOLITION WASTE (C&D WASTE): Solid waste of nonputrescible material, generated from the demolition, construction, or remodel of building structures. Waste containing putrescible material or garbage is not considered to be construction and demolition waste and requires the mixture to be collected as garbage pursuant to all applicable regulations and provisions of any franchise agreement in force.

CONSTRUCTION AND DEMOLITION WASTE COLLECTION: Collection and removal of construction and demolition waste from residential, commercial, institutional and industrial premises at such frequency as shall be reasonably requested by the owner or agent.

DEPARTMENT: The Lyon County business license department.

FRANCHISE AREA: The unincorporated areas of the county, including, but not limited to, the areas commonly referred to as the communities of Silver City, Moundhouse, Dayton, Eldorado Lakes, Dayton Valley, Mark Twain, Stagecoach, Silver Springs, Wabuska, Mason, Mason Valley, Smith, Wellington, and Smith Valley. "Franchise area" shall not include the cities of Fernley and Yerington.

GARBAGE: A. Putrescible animal and vegetable waste resulting from the handling, storage, preparation, cooking, and sale and serving of food and beverage. This includes, but is not limited to:

1. Offal, swill, kitchen and table waste, and other organic animal and vegetable waste;

2. Bottles, cans, cups, plates, utensils, containers, and/or covering of any construction or material that has been in intimate contact with food, confection and/or beverage;
3. Any component used in the preparation or manufacture of matter intended for animal or human consumption; and
4. Such matter and/or materials listed in subsections A1 through A3 of this definition that have been discarded without first being sanitized.

B. Infectious waste: The mixing, addition or commingling of garbage with rubbish, trash, or other waste matter, renders the entire resulting mixture as garbage and requires the mixture to be handled as garbage.

GROSS COLLECTION RECEIPTS: Any and all revenue or compensation actually collected by franchisee from customers under this agreement for the exclusive collection, transportation, and disposal of solid waste within the franchise area, net of franchise fees. The term gross collection receipts, for purposes of this agreement, shall not include any: a) county or other federal, state, or local taxes or surcharges; b) any customer late fees, NSF charges, interest, or reactivation charges; or c) any revenues generated from the sale of recyclables or any recycling rebates received from the state.

HAZARDOUS WASTE: The meaning set out in Nevada Revised Statutes 459.430.

PERMIT: Under this chapter includes a construction and demolition waste collection permit and waste importation permit.

PUTRESCIBLE WASTE: Waste that is capable of decaying, rotting or becoming putrid.

RECYCLABLE MATERIAL: The meaning ascribed to it in Nevada Revised Statutes 444A.013 and means solid waste that can be processed and returned to the economic mainstream in the form of raw materials or products, as determined by regulations adopted by the state environmental commission.

REFUSE: Refers generally to all forms of discarded solid waste, including garbage, rubbish, and waste matter.

RESIDENTIAL WASTE: Any solid waste or other waste generated by a person, persons, or a family residing in a single-family or duplex residence, but not including any solid waste or other waste generated by a person, persons, or a family residing in a single unit of any apartment building or other residential complex of three (3) or more units.

SOLID WASTE: The meaning ascribed to it in Nevada Revised Statutes 444.490 which includes all putrescible and nonputrescible refuse in solid or semisolid form, including, but not limited to, garbage, rubbish, junk, vehicles, ashes or incinerator residue, street refuse, dead animals, demolition waste, construction waste, solid or semisolid commercial and industrial waste. The term does not include "hazardous" waste as the term is defined by Nevada Revised Statutes 459.400 to 459.600, inclusive.

TRANSFER STATION: A facility and/or building structure for the temporary collection, consolidation and compaction of solid waste so that an economical method of transportation of solid waste to an approved landfill is utilized.

WASTE: Any unwanted or discarded material resulting from any activity, including, but not limited to, solid waste and recyclable materials. (Ord. 539, 9-3-2009)

10.11.05: EXCLUSIVE FRANCHISE GRANTED:

- A. An exclusive franchise for the collection, hauling and disposal of all, or any part of, "solid waste" (as defined in section 10.11.04 of this chapter) and "recyclable material" (as defined in section 10.11.04 of this chapter), may be granted to any person or entity whom the board may designate. Such an exclusive franchise shall be made upon such terms and conditions as the board shall prescribe. An "exclusive" franchise means that the county has exercised its authority under Nevada Revised Statutes 244.187 to displace and limit all competition so that the franchise holder shall be the sole provider of collection, transport and disposal services for solid waste and recyclable materials, or any part or portion thereof, in the unincorporated area of Lyon County.
- B. Upon granting an exclusive franchise by the county, all third party providers which are in violation of the exclusive franchise who have existing agreements with customers shall be required to cease operations no later than sixty (60) days from the effective date of the franchise agreement.
- C. If the county grants an exclusive franchise for solid waste, then the following categories of materials are not to be included under the exclusive franchise:
1. Collection, transport and disposal of "construction and demolition waste (C&D waste)" as defined in section 10.11.04 of this chapter.
 2. Waste materials generated from yard cleanup services, tree trimming, gardening, landscaping, and the like, where the collection and hauling of refuse is incidental to the labor necessary to provide the service.
 3. Waste materials generated by a resident or business and transported by such resident or business to an approved landfill or transfer station, provided, the waste being transported is contained or covered to prevent spillage onto streets or highways. Waste is not exempt from the exclusive franchise if the waste is transported by persons or businesses, or by their employees or agents, who own, lease, control, operate, or manage vehicles or containers used for the purpose of transporting refuse for collection or disposal, or both, for compensation.
 4. Companies or organizations that provide containers at no charge to the generator(s) of recyclable materials and share the proceeds of the resold recyclable materials with the generator, shall be exempt for that portion of their business.
- D. Any and all residential premises, commercial, industrial and community activities of every kind and description that generate any part of the solid waste stream covered by an exclusive franchise shall be required by the county to utilize the collection and container services of the franchisee if such services are desired or are required by law. To the extent permitted by law, the county and/or franchisee shall prohibit any person from providing the same or similar service for the collection,

hauling and disposing of all or any part of the solid waste stream that would be in violation of the terms of the exclusive franchise approved by the county.

- E. A franchise fee shall be paid into the general fund of the county by a franchisee, as a quarterly fee for the exercise of an exclusive franchise. The rate shall be set by the Lyon County board of commissioners from time to time at their discretion. The franchise fee shall be a percentage of the gross collection receipts generated by franchisee within the franchise area during the prior quarter, the amount to be payable to the county on or before the thirtieth day of the month following the end of each calendar quarter. (Ord. 539, 9-3-2009)

10.11.06: CONSTRUCTION AND DEMOLITION WASTE COLLECTION, TRANSPORT AND DISPOSAL:

- A. Franchise Agreement: Lyon County maintains a contractual relationship in the form of an exclusive franchise agreement within the unincorporated area of Lyon County for the "exclusive duty, right, and privilege to collect, transfer and dispose or otherwise handle all solid waste and other waste materials generated, deposited, accumulated, or otherwise coming to exist in the franchise area". All residential premises, multi-family complexes, and commercial and industrial businesses within the franchise area shall be required by Lyon County to utilize the solid waste collection services of franchisee. For purposes of clarification, loads of industrial/commercial dry waste (i.e., nonputrescible) material shall be subject to franchisee's exclusive rights.
- B. Nonexclusive: The right and privilege of collecting, removing, transporting and disposing or otherwise handling construction and demolition waste (C&D waste), generated, deposited and accumulated from residential units and commercial and industrial establishments within the unincorporated county shall be nonexclusive.
- C. Similar Services Provided By Other Businesses Authorized: Other business entities may provide similar services to clients generating other types of materials that fall outside of the scope of the franchise agreement.
- D. Permit Required: Every business entity providing services for the purposes of collecting, processing, recycling or disposing of construction and demolition waste within the county must obtain and pay for an annual construction and demolition waste permit in addition to an annual Lyon County business license.
- E. Permit Fee: The fee for a construction and demolition waste permit is payable at the time of application for the permit and annually thereafter, and the fee shall be established by resolution of the board from time to time at their discretion.

- F. **Penalties For Late Payment:** All permit fees due under this chapter shall be considered delinquent if not paid in full on or before the fifteenth day following the due date. A penalty set by resolution of the board of commissioners shall be added to all payments received by the clerk/treasurer's office after the fees have become delinquent.
- G. **Insurance Required:** A permittee shall maintain in full force and effect commercial general liability insurance with an insurance company licensed to do business in the state of Nevada. Limits of liability shall be at least one million dollars (\$1,000,000.00) combined single limit per occurrence. Any deductibles or self-insured retentions must be approved by the county. (Ord. 539, 9-3-2009)

10.11.07: IMPORTATION OF WASTE FOR DISPOSAL:

10.11.07.01: PROVISIONS PART OF MASTER PLAN:

To the extent applicable by the context, this chapter is amendatory to and made a part of the Lyon County master plan² existing at the enactment hereof and any subsequently adopted master plan unless expressly rejected by such master plan. (Ord. 539, 9-3-2009)

10.11.07.02: WASTE IMPORTATION PERMIT:

The waste importation permit authorized hereby shall be applied for and processed as provided for a special use permit by this title³; except, that the waste importation permit need not be processed within any fixed time but within such time as may be reasonable considering the complexity of the proposal.

- A. **Permit Required:** Before any person or entity shall import waste into Lyon County for the purpose of disposing of such waste or dispose of imported waste or transport such waste except on a public highway, the prospective person or disposer or transporter shall obtain authorization from the board of county commissioners in the form of a waste importation permit.
- B. **Application For Permit:** An applicant for a waste importation permit shall submit application to the county planning and zoning administrator, on a form prescribed by the administrator, together with all prescribed fees. The application shall be processed as special land use permit applications are processed⁴.

C. Evaluation Of Impact Of Importation:

1. Evaluation Required: Before any waste importation permit application shall be considered, the proposal shall be subjected to such evaluation of its prospective impact on health, safety and the general welfare as to the board of county commissioners and/or the county planning commission or staff shall appear to be reasonably necessary considering the nature of the proposal. The evaluation may include, without limitation, study of the potential impact of the proposal on air quality, surface and/or ground water quality, scenic values, agricultural values, recreational values, historic values, economic values, impacts on county and community services and general welfare values of every kind, together with health and safety values of every kind, town boards to be notified and recommendations included.
2. Experts May Be Retained For Evaluation; Costs: Lyon County, its boards, commissions or staff may require the proponent of waste importation to pay all costs of retaining such consultant expert or experts and conducting such field and laboratory tests and experiments as reasonably may be required to assist in evaluation of the proposal.

No application for a waste importation permit shall be considered for approval by the county planning commission and/or board of county commissioners until the applicant has paid all costs of retaining such consultant(s) and conducting such tests and experiments as may be required, and the consultant(s) has completed his research and presented his report.

- D. Fees: The board of county commissioners, from time to time, by resolution, may establish application fees and annual operation fees to be paid by any applicant for a waste importation permit and/or the operator of any facility disposing of waste imported into Lyon County. The application fees shall be sufficient to reimburse Lyon County for all costs of processing the application. The annual operation fees may be based upon the value of the use of Lyon County to the applicant/operator and also may be based upon the impact of the disposal operation on Lyon County. Seventy five percent (75%) of all operation fees shall be deposited in the county general fund and twenty five percent (25%) in a special fund to be used for the benefit of the area most affected by the operation.
- E. Terms And Conditions Of Permit: Lyon County may impose on any waste importation permit such terms and conditions as to Lyon County may appear reasonably necessary for the protection of health, safety and the general welfare.
- F. Annual Review Of Permit; Revocation Or Renewal: Each waste importation permit shall be subject to annual review, or sooner upon the request of the county health officer, county planning and zoning administrator or county district attorney. Upon notice, as provided in section 10.12.01 of this title for special use permit revocation, the health officer, planning and zoning administrator or district attorney may initiate proceedings for revocation of a waste importation permit. Revocation proceedings shall be as for a special use permit. The county recognizes that the holder of a waste importation permit may make a substantial financial investment in reliance thereon and agrees to renew such permit annually; provided, the holder has strictly complied with the terms and conditions of the permit. (Ord. 539, 9-3-2009)

10.11.07.03: BOND REQUIRED; EXEMPTIONS:

Any applicant for a waste importation permit or operation of an imported waste disposal facility may be required to post a bond to cover closure costs and a reasonable sum for potential negligence or intentional damages. The amount of the bond shall be reasonably proportionate to the risk incurred by Lyon County in granting the permit. No political subdivision of the state of Nevada nor an agency of the United States shall be required to post such bond. (Ord. 539, 9-3-2009)

10.11.08: COMPLIANCE WITH OTHER PROVISIONS:

Possession of a Lyon County construction and demolition waste collection permit or waste importation permit does not exempt the permittee from compliance with all county codes and regulations, including county business license requirements, county building codes⁵ or from building permit fees. (Ord. 539, 9-3-2009)

10.11.09: APPEALS:

Any decision hereunder of the county planning commission may be appealed to the board of county commissioners. Such appeals shall be governed by the provisions set forth in section 10.12.02 of this title. (Ord. 539, 9-3-2009)

10.11.10: VIOLATIONS, CANCELLATION, REVOCATION AND PENALTIES:**A. Cancellation And Revocation:**

1. In the event a permittee violates any obligation or duty imposed under a construction and demolition waste collection permit, the county shall have the right to cancel the permit if:
 - a. The county has given written notice to permittee, by U.S. mail to the address listed on the permit, specifying that a violation exists which will, unless corrected, constitute grounds for canceling the permit, and
 - b. Permittee fails to correct such violation within thirty (30) days from the date of the notice given by the county under this section or permittee fails to take reasonable steps to commence to correct the same and obtain an extension of time in writing to correct the same or fails to diligently continue to take reasonable steps to correct such violation.
2. Upon the occurrence of a violation, failure to cure, and the declaration of cancellation of a permit by the county as provided above, a permit shall be canceled and have no further force and effect.

B. Penalties:

1. **Criminal Penalties:** Any violation of this chapter shall be a misdemeanor, punishable as provided by Nevada Revised Statutes for misdemeanors. Each day of a continuing offense shall constitute a separate offense. If the violator be a corporation or other entity other than a natural person, the chief executive officer of the corporation or other entity shall be liable under this subsection.
2. **Civil Penalties:** A holder of a construction and demolition waste collection permit or waste importation permit who violates any of the terms of the permit is subject to civil penalties. (Ord. 539, 9-3-2009)

Footnote 1: See also title 6, chapters 2 and 3 of this code.

Footnote 2: See section 10.02.01 of this title.

Footnote 3: See section 10.12.01 of this title.

Footnote 4: See section 10.12.01 of this title.

Footnote 5: See chapter 7 of this title.

Chapter 1

PUBLIC NUISANCES

6.01.01: GENERAL PROVISIONS:

Each and all of the several acts and things prohibited and made unlawful by this chapter are hereby deemed and declared to be nuisances within Lyon County. (Ord. 511, 7-5-2007)

6.01.02: NUISANCES ENUMERATED:

Unsafe and unsanitary structures, accumulation, maintenance and existence of refuse are declared to be public nuisances.

- A. Any building or structure which is unfit for use or habitation, or which is unsafe or unsanitary, or a fire menace, or a danger to life or health, is hereby declared to be a public nuisance.
- B. Any person who shall maintain or use, or who shall permit to remain upon any premises owned or occupied by him in the county, any building or structure which is unfit for use or habitation, or which is unsafe, or unsanitary, or a fire menace, or a danger to life or health, shall be deemed guilty of maintaining a nuisance.
- C. The accumulation, maintenance, and existence of, including, but not limited to: weeds; grasses; brush; leaves; thistles; debris; refuse; rubbish; glass or metal containers; trash; filth; garbage, whether animal or vegetable; offal; rags; cesspools; scrapped or abandoned materials of all kinds, including bricks, cement, concrete, glass, plaster, wood and wood shavings, rubber, paper or wire; dismantled, abandoned or temporarily inoperative motors, machinery, equipment, automobiles, vehicles, trailers and the parts, materials or cast off articles therefrom upon any yard, lot, parcel or premises within view of any place of residence including, but not limited to, any neighboring residence, public road, street or thoroughfare and exposed to open view from such residence, public road, street, alley or thoroughfare is unlawful and hereby declared to be a public nuisance.
- D. Any violation of chapter 487.290 of the Nevada Revised Statutes is declared to be a public nuisance.
- E. Any land use violation as defined in title 10 of this code is declared to be a public nuisance. (Ord. 511, 7-5-2007)

6.01.03: DETERMINATION OF PUBLIC NUISANCE:

The office of the district attorney, code enforcement officer or any other officer designated by the board of county commissioners is hereby authorized and empowered to determine the existence of a public nuisance as declared in section 6.01.02 of this chapter. The above referenced officers are concurrently authorized and empowered to prepare, sign and serve criminal misdemeanor citations for public nuisance violations in addition to any penalty proscribed in section 6.01.11 of this chapter. (Ord. 511, 7-5-2007)

6.01.04: JUDICIAL PROCEEDINGS NOT A BAR TO ABATEMENT:

Any judicial proceeding, or court action pursuant to section 6.01.03 of this chapter shall not waive or impair any right to proceed with, and may be in addition to, the abatement and removal of a public nuisance as declared in section 6.01.02 of this chapter or with any right to collect the expense of such abatement and removal of such nuisance in accordance with the provisions of this chapter. (Ord. 511, 7-5-2007)

6.01.05: NOTICE REQUIRED:

Whenever the persons authorized pursuant to section 6.01.03 of this chapter determine that a public nuisance exists or is being maintained as declared in section 6.01.02 of this chapter, he shall give notice of such determination in the following manner:

- A. By leaving such notice at the residence of the owner or occupant of the yard, lot, parcel or premises upon which such nuisance exists or is being maintained with someone of suitable age; or
- B. By mailing such notice to the last known address of the owner or occupant of the yard, lot, parcel, or premises upon which such nuisance exists or is being maintained; or
- C. If there be no person occupying the yard, lot, parcel or premises upon which the nuisance exists or is being maintained, or if the address of the owner thereof is unknown, by posting a copy of the notice in a conspicuous place upon the yard, lot, parcel or premises where the nuisance exists or is being maintained. (Ord. 511, 7-5-2007)

6.01.06: CONTENTS OF NOTICE:

The notice of the determination of the existence or maintenance of a public nuisance pursuant to

section 6.01.05 of this chapter shall state:

- A. The nature and character of the nuisance.
- B. The location of the nuisance.
- C. The period of time allowed after delivery, mailing or posting of the notice for the removal or abatement of the nuisance. (Ord. 511, 7-5-2007)

6.01.07: ABATEMENT BY OWNER OR OCCUPANT OR BY BOARD ACTION:

- A. Upon the determination of a public nuisance as declared in section 6.01.02 of this chapter, such nuisance shall be abated within a period of not more than thirty (30) days after delivery, mailing or the posting of the notice required in section 6.01.05 of this chapter.
- B. Whenever the owner or occupant of the yard, lot, parcel or premises upon which a nuisance has been determined to exist or is being maintained shall fail to or refuse to remove or abate such nuisance within the time set forth above, the board of county commissioners may provide for the removal and abatement of such nuisance in the manner provided in section 6.01.08 of this chapter. (Ord. 511, 7-5-2007)

6.01.08: PROCEEDINGS FOR REMOVAL AND ABATEMENT:

- A. Whenever the persons authorized pursuant to section 6.01.03 of this chapter determine that a public nuisance exists or is being maintained as declared in section 6.01.02 of this chapter, and the owner or occupant of the yard, lot, parcel or premises upon which such nuisance exists or is being maintained, fails or refuses to remove or abate such nuisance, after the notice provided in section 6.01.05 of this chapter has been given, the board shall issue its order directing the owner or occupant of the yard, lot, parcel or premises upon which such nuisance exists or is being maintained, to appear in not less than ten (10) days before the board and show cause for the reason, if any, why the nuisance should not be removed or abated by the board at the cost and expense of such person.
- B. All orders for the removal or abatement of any nuisance shall be served upon the same persons and in the same manner provided for giving the notice of the maintenance of and existence of a nuisance in section 6.01.05 of this chapter.

- C. Every person appearing before the board pursuant to any order made by the board shall be given an opportunity to present evidence that either the nuisance has been abated or removed, or the determination of such nuisance by persons authorized pursuant to section 6.01.03 of this chapter was erroneous.
- D. Upon the failure of any person to appear at the time set forth in any order of the board made pursuant to this section, or upon the conclusion of any hearing after an appearance made pursuant to such order, the board shall:
1. Enter its order that there is no nuisance as determined by the persons authorized pursuant to section 6.01.03 of this chapter; or
 2. Enter its order that a nuisance exists or is being maintained only as part of the yard, lot, parcel or premises and order its removal or abatement as to that part in the manner provided herein; or
 3. Order the nuisance to be removed or abated and set a period of time to be allowed for removal or abatement of such nuisance. (Ord. 511, 7-5-2007)

6.01.09: ABATEMENT BY DESIGNATED OFFICERS:

- A. Whenever an order has been made pursuant to subsection 6.01.08D2 or D3 of this chapter and the owner or occupant of the yard, lot, parcel or premises fails or refuses to comply with such order, the persons authorized pursuant to section 6.01.03 of this chapter are hereby authorized to remove, abate or contract for the removal or abatement of such nuisance.
- B. The costs and expenses incurred by persons authorized pursuant to section 6.01.03 of this chapter in the removal or abatement of any nuisance pursuant to any order made in accordance with subsection 6.01.08D2 or D3 of this chapter shall be paid by the owner or occupant of the yard, lot, parcel or premises upon which such nuisance has been found to exist. If not paid, such costs and expenses may be recovered by the following special tax assessment procedure:
1. Once the persons authorized pursuant to section 6.01.03 of this chapter have abated the nuisance he shall file a report of the proceedings and an accurate account of the costs involved in abating the nuisance with the county clerk.
 2. The county clerk shall thereafter set the account and report for a hearing by the board of county commissioners. Prior to the hearing, the county clerk shall post a copy of the report and account and give proper notice of the time and place of hearing.
 3. The board of county commissioners shall thereafter consider the report and account at the time set for hearing, together with any objections or protests by any person interested therein who presents a written or oral protest or objection to the report and account. At the conclusion of the hearing, the board of county commissioners shall either approve or disapprove the report and account as submitted, or as modified or corrected by the board. The amount so approved shall be liens upon the respective lots or premises affected and the board shall adopt a resolution

assessing said amounts as liens upon the respective parcels of land as they are shown upon the last available assessment roll, and determining that such matters as set forth in section 6.01.02 of this chapter did constitute a public nuisance. It shall be the duty of the persons authorized pursuant to section 6.01.03 of this chapter or their authorized representatives to see that such lien is filed.

4. Thereafter the county assessor shall make an assessment roll and levy a special assessment upon the said premises and against the person chargeable therewith, and after such levy he shall transfer the assessment roll to the county clerk/treasurer who shall thereupon record the same in his office. The special assessment shall constitute a lien upon the premises assessed and shall remain such until paid. Such assessment shall be due and payable upon recording, and if not paid when due it shall be the duty of the county clerk/treasurer to sell the property. The assessment shall be due in one sum and shall not be divided into installments.
5. As an alternative remedy, the costs and expenses of nuisance removal may be recovered in a civil action to be instituted by the board against such owner or occupant. (Ord. 511, 7-5-2007)

6.01.10: COLLECTION SUIT AND CRIMINAL PROSECUTION NOT PRECLUDED:

Nothing herein contained in this chapter shall prevent the maintenance of a suit by Lyon County against any of the persons herein in this chapter mentioned to collect the expense of such abatement or removal or the criminal prosecution under this code, of any person creating, maintaining, causing or committing a nuisance, or owning or in possession, charge or control of the real property upon which a nuisance is created, maintained, caused or committed. The alternative remedies set forth in this chapter may be pursued by the board of county commissioners or the Lyon County office of the district attorney separately or concurrently. (Ord. 511, 7-5-2007)

6.01.11: PENALTY:

The penalty for provisions of this chapter shall be as prescribed in section 1.04.01 of this code. (Ord. 511, 7-5-2007)

Chapter 2

HAZARDOUS WASTE MANAGEMENT¹

6.02.01: SHORT TITLE:

This Chapter may be referenced as the *LYON COUNTY HAZARDOUS WASTES ORDINANCE*. (Ord. 328, 4-6-89)

6.02.02: FINDINGS OF FACT:

The Board of Lyon County Commissioners finds and declares:

- A. Hazardous wastes present in the community may pose acute and chronic health hazards to individuals who live and work in Lyon County. Many hazardous wastes present a serious health risk over long periods of time.
- B. Mishandling of these substances can result in widespread and serious contamination of soil, air and surface and ground water.
- C. Environmental cleanup of soil and water contaminated with hazardous wastes can cost many times more than the cost of properly containing and handling the hazardous wastes which can cause pollution. Such cleanup very probably would exceed the County's financial capabilities, necessitating control of hazardous waste to minimize potential financial disaster.
- D. It is the responsibility of all businesses and persons to fully protect their workers and the public from hazardous wastes they handle.
- E. It is technically and economically feasible to design manufacturing and commercial facilities in such a way that the release of hazardous wastes is eliminated or minimized.
- F. Many state and Federal programs have solved one type of pollution by redirecting the contamination to another part of the environment rather than eliminating the hazard. The County, however, has the responsibility and the authority to plan to protect human health and the environment from all significant adverse effects resulting from the use and handling of hazardous wastes. (Ord. 328, 4-6-89)

6.02.03: PURPOSE:

The purpose of this Chapter is to protect human health and life, the environment and property by placing on the handlers of hazardous wastes the obligation to prevent releases, emissions or discharges of all hazardous wastes. (Ord. 328, 4-6-89)

It is the intent of the Board of Lyon County Commissioners that this Chapter shall recognize the County's responsibilities and its right to act to protect public health, life and the environment from contamination by hazardous wastes. This Chapter shall condition all handling of hazardous wastes by placing an obligation on the handler to prevent and/or control its emissions, discharges and releases.

Further, it is the intent of the board of Lyon County commissioners to require that hazardous wastes handlers monitor emissions into the environment and keep records on the effectiveness of hazardous wastes management practices as a means of enforcing their obligation. (Ord. 328, 4-6-1989)

6.02.04: INTERPRETATION AND SCOPE:

A. **Conflicts With Other Laws:** Whenever any provision of this chapter conflicts with the county building code, fire code, this code or any other law, statute, rule or regulation, the stricter shall prevail. (Ord. 328, 4-6-1989; amd. Ord. 486, 5-5-2005)

B. **Existing Operations:** A hazardous waste handler already operating a facility on the effective date hereof shall be required to comply with the terms of this chapter within sixty (60) days. (Ord. 328, 4-6-1989)

6.02.05: DEFINITIONS:

When used in this chapter, the following words and terms shall have the meanings ascribed to them in this section:

BUSINESS: An employer, self-employed individual, trust, firm, joint stock company, corporation, partnership, association, city, district and the state of Nevada or any department or agency thereof. For the purpose of this chapter, a "business" shall include both for profit and nonprofit business.

CONTROL: To mitigate, pretreat, remove or otherwise lessen the impact of an emission, discharge or release of a hazardous waste into the environment.

COUNTY: Lyon County, Nevada.

DISCHARGE: Includes, but is not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping of a hazardous waste into the environment.

DISCLOSURE FORM: The written request for information prepared by the Lyon County department of safety and emergency management and the Lyon County planning department. The term includes the hazardous waste permit application form required by the county.

EMIT: To discharge or release into the atmosphere or into the environment.

ENVIRONMENTAL AUDIT: The efforts undertaken to outline the handling of hazardous waste. An environmental audit is a precursor to and part of the hazardous wastes management plan required hereby.

FACILITY: Any building, structure, installation, equipment, pipe or pipeline, or any of the foregoing that are related by nature of contiguity, ownership or industrial process and used for the handling of hazardous wastes.

HANDLE: To generate, treat, manufacture, produce, store, use, discharge, release, transfer, dispose of, incinerate, recycle or emit in any fashion a hazardous waste.

HANDLER: An entity which generates, treats, manufactures, produces, stores, uses, discharges, releases, transfers, transports, disposes of, incinerates, recycles or emits in any fashion a hazardous waste. An entity which otherwise would be a "handler" who conducts any such activity pursuant to a preemptive state or federal law or regulation is not a "handler" for the purposes of this chapter.

HAZARDOUS WASTE: The following substances, when handled off site and being handled for disposal:

- A. The substances as listed in the then current edition of "RCRA Hazardous Waste";
- B. Any substance containing five (5) or more parts per million of polychlorinated biphenyls (PCBs);
- C. The substances defined in NRS 459.430 and NAC 444.8565;
- D. High-level radioactive wastes;
- E. Low-level radioactive wastes; and
- F. Incinerator ash, unless it be shown that the ash does not contain any substance defined herein as "hazardous waste".

LOAD: The amount of hazardous waste transported by one truck, one towed trailer, one railroad car or any other single vehicle to a hazardous waste area.

MONITOR: To perform a test, sample or otherwise check a discharge or handling activity to ensure compliance with standards set pursuant to any provision of this Chapter or any other law, rule or regulation regarding the handling of hazardous wastes.

OFFICER: Any representative of Lyon County whose official duties include hazardous waste control.

OFF-SITE: The substance is being handled at a site other than the location where the substance was generated.

PERMIT: The hazardous waste permit required pursuant to this Chapter.

RELEASE: Any spilling into, leaking into, pumping into, pouring into, emitting into, emptying into, discharging into, injecting into, escape into, leaching into, dumping into or onto or in any way disposing into the environment or any abandonment of hazardous wastes.

REMOVE: A. The cleanup or removal of released hazardous wastes or environmental media contaminated by released hazardous wastes;

- B. Such actions as may be necessary to monitor, assess or evaluate the release of the hazardous wastes; or
- C. The taking of other such actions as may be necessary to mitigate damage to the public health and the environment.

STORAGE: When the substance has remained in Lyon County for more than thirty (30) days.

UNAUTHORIZED RELEASE: The release, discharge or emission of a hazardous waste in quantities as set in the hazardous waste management plan (HWMP). (Ord. 355, 5-2-91)

6.02.06: OBLIGATIONS OF SAFETY AND CARE:

- A. General Obligations: No person or business shall use or handle hazardous wastes in a manner which:
1. Violates any provision of this Chapter, or any other local, Federal or State statute, code, rule or regulation relating to hazardous wastes;
 2. Harms or poses a significant risk of harm to the public health or adverse impact to the environment.
- B. Specific Obligations: Any person handling or intending to handle a hazardous waste shall obtain and keep current a hazardous waste permit. A separate permit is required for each place or location where hazardous wastes will be handled. Ordinarily, such permit will be issued pursuant to the Lyon County Code controlling planning and zoning.² In the event that the handler does not have a fixed place or location where hazardous wastes will be handled, he is required to obtain a permit for nonspecific location prior to handling any hazardous waste pursuant to the County's health and safety police powers rather than land use control authority. The permit for nonspecific location will be applied for, issued and controlled the same as a permit for a specific site. (Ord. 328, 4-6-89)

6.02.07: PROFESSIONAL ASSISTANCE FOR COUNTY DETERMINATIONS:

- A. Whenever the approval or satisfaction of the County may be required by this Chapter for the design, monitoring, testing or other technical submittal by an applicant or permit holder, the County may, in its discretion, at such applicant's or permit holder's sole cost or expense, retain a suitably qualified independent engineer, chemist, toxicologist or industrial hygienist, or other appropriate consultant, acceptable to the County, for the purpose of evaluating and rendering a professional opinion regarding the adequacy of such submittal to achieve the purposes of this Chapter.
- B. Prior to the County retaining any said independent expert, the County shall consult with the applicant/permit holder regarding the expert to be retained by County, the scope of the work to be done by said expert and a reasonable estimate of the cost to be borne by the applicant/permittee. In the event that a disagreement exists between the County staff and the applicant/permittee regarding the expert to be utilized, the scope of the work to be done by said expert or the cost to be assessed against applicant/permittee, the issue shall be heard and decided by the County Commissioners. The County and the applicant/permittee shall use their best efforts to cooperate

and act reasonably. The County shall be entitled to rely on such evaluation and/or opinion of such consultant in making the relevant determinations provided for in this Chapter.

- C. When County, in its discretion, reasonably determines that a professional consultant shall be retained, an applicant or permit holder shall forthwith deposit with the County such sum as may be necessary to pay for the services of the expert. No new application shall be processed further until such deposit is made. In the event that a consultant's services are required to evaluate an existing hazardous waste permit, such permit shall be suspended ten (10) days after request for deposit, unless and until the necessary deposit is made. (Ord. 328, 4-6-89)

6.02.08: HAZARDOUS WASTE PERMIT:

- A. Permit Required: As of the effective date hereof, a permit is required for all new facilities where hazardous wastes will be handled prior to the construction of the facility.
- B. Application for Permit; Procedures for Approval and Revocation:
1. An applicant for a hazardous waste permit shall first pay to the County a filing fee set by resolution of the Board of Lyon County Commissioners and in a sum sufficient to reimburse the County for all expenses which the County shall incur in processing the application.
 2. The application shall:
 - a. Be in a form prepared by the Lyon County Zoning Administrator and the Lyon County Emergency Management Director and approved by the Board of Lyon County Commissioners.
 - b. Not be accepted for filing until it is complete, and all investigations which may be required are complete.
 3. After the application is accepted for filing by the Lyon County Planning Department, the County shall proceed as follows:
 - a. If the hazardous waste permit is to be considered in conjunction with an application for a special use permit or variance of land use or a zoning change, the hazardous waste permit process must be completed before the special use permit/variance/ zoning change application is accepted for filing; provided, however, if the applicant wishes to proceed simultaneously with the hazardous waste permit application and the land use application, the County will accept both applications for filing if the applicant formally waives, in writing, the provisions of NRS 278.315(2) or any other applicable statute, rule or regulation limiting the period of time within which the County may consider and process the land use application.
 - b. The application shall be placed on the agenda of the next available meeting of the Lyon County Planning Commission for consideration and adoption of a recommendation to the Board of Lyon County Commissioners.

If, in the discretion of the Planning Commission or at the request of the Board of Lyon County Commissioners, it shall appear that the Lyon County Planning Commission should hold a

hearing in the area of the County which would be most affected by the hazardous waste permit, the Planning Commission is authorized hereby to hold such a hearing.

- c. The application, together with the recommendation of the Lyon County Planning Commission, shall be forwarded to the Board of Lyon County Commissioners for public hearing and decision.
- d. The Board of Lyon County Commissioners may approve the hazardous waste permit application as requested, with modifications or conditions, or may deny the application. Since it is the intention of Lyon County that hazardous wastes be regulated as a "pervasively regulated industry", denial of a permit application may be based upon any reasonable finding of the County that issuance of the permit would not be in the best interests of the County or any of the residents thereof for reasons of health, safety, general welfare or any other similar good and sufficient reason.
- e. Any hazardous waste permit issued pursuant to this Chapter shall be subject to continuing review and may be terminated at any time if the permit holder fails to comply with the terms of this Chapter and/or any special conditions or modifications. In addition to continuing review, every hazardous waste permit shall be subject to automatic annual review to determine if the permit should be continued, modified or revoked. No person or entity issued a permit hereunder shall acquire any property right or other right to renewal or continuation of the permit. Nonuse of a permit for six (6) months shall result in automatic revocation.

If, in the opinion of the Lyon County Zoning Administrator, the office of the District Attorney, the Board of Lyon County Commissioners or the Lyon County Emergency Management Director, any hazardous waste permit should be revoked pursuant to this Chapter, Lyon County shall so notify the permit holder by legal notice setting forth the basis for the requested revocation together with notification of the date for a revocation hearing before the Board of Lyon County Commissioners.

At the conclusion of the public hearing on revocation, the Board of County Commissioners may revoke the hazardous waste permit, reinstate the hazardous waste permit, with additional conditions or modifications, or reinstate the permit without additional conditions or modifications.

- C. Investigation Costs: All applicants for hazardous wastes permits shall deposit, in advance, in addition to the application fee, all estimated costs of processing the application including any travel costs or other expenses necessary in the County's sole discretion to reasonably investigate the applicant or the proposed operation.
- D. Nontransferability of Permit; Expiration: If a handler changes its operations and begins the use of a new hazardous waste or if a new handler of hazardous wastes occupies a facility where another handler formerly operated, then that handler is required to apply for a permit.

Every permit granted hereunder expires automatically with any majority change of ownership or significant change in management of the hazardous wastes handler entity. (Ord. 328, 4-6-89)

6.02.09: INSURANCE REQUIREMENTS:

A. General Requirements: All applicants/permittees for hazardous wastes permits issued or renewed after the effective date hereof shall be required to provide liability insurance adequate to insure the public against the risks reasonably to be anticipated as a result of the handling of hazardous wastes. Lyon County shall be named expressly as an additional insured on all such policies. The amount and type of insurance to be required shall be determined by the County after evaluation of the risks to be insured against.

All liability policies shall be for a minimum of one year "tail" to cover later claims. The one-year policy and the "tail" shall be renewed annually.

B. Costs for Analysts or Consultants: In the event that the County finds it necessary to retain an independent analyst to assist the County to determine the level of insurance to be required, the applicant shall deposit, in advance, the estimated cost of obtaining such analyst or consultant.

C. Qualifications of Insurance Companies: All insurance shall be written by companies authorized by the Nevada Insurance Commissioner to write policies of that type in the State of Nevada.

D. Types of Insurance Required: The insurance to be required may include, but is not limited to:

1. General liability.
2. Sudden and accidental.
3. Nonsudden and accidental.
4. Environmental pollution.
5. Off-premises damages.
6. SIIS.
7. Additional industrial health insurance.
8. Closure expense insurance.

E. Termination or Cancellation of Insurance: Any hazardous wastes permit issued or renewed pursuant to this Chapter shall become void upon the lapse, termination or cancellation of the insurance required hereunder.

F. Other Assurance Methods: With approval of the County Commissioners, the applicant/permittee may provide the coverage required through comparable means of financial assurance such as bonds or letters of credit, etc. (Ord. 328, 4-6-89)

6.02.10: HAZARDOUS WASTES MANAGEMENT PLAN:

Each applicant for a permit pursuant to this Chapter shall file a hazardous wastes management plan (HWMP) which shall set forth the applicant's methods for safe handling and control of hazardous wastes. Said plan must be filed at the time of application for permit. The HWMP may be amended at any time with the consent of the Board of Lyon County Commissioners. Those hazardous wastes handlers that frequently initiate significant changes in handling of hazardous wastes should indicate that information in the plan or file an amended plan. The HWMP shall be a public record, and shall consist of:

- A. The Environmental Audit: Hazardous wastes handlers shall provide the County with an environmental audit of each hazardous waste they handle. Included in an environmental audit are:
1. A list of all hazardous wastes that will be handled at the facility. The list shall include applicable reportable quantities;
 2. General descriptions of all processes that produce wastewaters, air emissions or other hazardous wastes;
 3. Diagrams showing the flow of all hazardous wastes through each step of this process;
 4. General descriptions of all treatment processes for hazardous wastes, including information on their efficiency in removing or destroying hazardous contaminants, unless Federal law prohibits such disclosure; and
 5. Estimates of the type and volume of hazardous wastes that will be incorporated into final products, discharged into the sewer, released into the air and/or transformed into hazardous wastes.
- B. Control of Emissions, Discharges and Releases: The HWMP shall indicate the measures employed to control emissions, discharges and releases of each hazardous waste by:
1. Showing that the handler has, or within reasonable time will obtain an applicable State/Federal permit or license (so long as that permit or license specifically covers each hazardous waste and its harm or potential for harm).
 2. Explaining how the handler complies with existing laws, statutes, standards or regulations that do not require a permit or license but do specifically cover the handling of each hazardous waste and specifically require its control.
 3. Documenting measures that will be employed to control the hazardous waste in such a manner as to present the least acute or chronic hazard or risk to public health and/or least damage to the environment including, but not limited to:
 - a. The best available control technologies (BACT), or
 - b. Changes in process and manufacturing strategies to reduce handling of the hazardous waste if there are no laws, statutes, standards and regulations relating to its handling and control.
 4. Demonstrating the adequacy of:

- a. Contingency plans for spills and unauthorized emissions, discharges and releases of the hazardous waste.
 - b. Employee training and equipment for proper handling of hazardous materials and in response to all emergencies involving the hazardous waste.
 - c. Adequate standards for construction of storage areas for the hazardous wastes.
5. If applicable, demonstrating that the environmental fate of the hazardous waste is such that it presents no harm or potential of harm to human health or to the environment.

No effort outlined above shall be approved by the County if it results in increased risk or hazard of harm to the health or safety of persons involved in handling the hazardous waste or otherwise employed at the facility or the public or the environment.

C. Monitoring Plan: For each hazardous waste used, the handler shall document the efforts used to verify that the hazardous wastes are controlled in accord with all other elements of the HWMP:

1. These efforts shall include, but are not limited to:
 - a. Sampling of emissions discharges and releases.
 - b. Self-inspections of storage, manufacturing and transportation operations.
 - c. Testing of emergency procedures.
2. These efforts shall take place in such manner as to:
 - a. Include sampling, self-inspections and monitoring at those times during the production process when the highest volume discharges and the highest probable concentrations of contamination are likely to occur.
 - b. Monitor, inspect or sample for all hazardous wastes used in the manufacturing process which have any potential for appearing in wastewater discharge.
 - c. Include periodic random sampling, monitoring or inspection. (Ord. 328, 4-6-89)

6.02.11: RESPONSIBILITIES OF PERMITTEE:

- A. Compliance with HWMP: All permit holders shall handle and control hazardous wastes in accordance with the provisions of the hazardous wastes management plan (HWMP) approved by the County.
- B. Records Kept: Records of monitoring, inspections and sampling results produced pursuant to a monitoring plan that is a part of an HWMP approved by the County shall be kept and made available for inspection at all times.

C. Unauthorized Release of Hazardous Wastes:

1. As soon as any hazardous waste handler has knowledge of any unauthorized release, that handler shall report the incident to the County immediately and, in all cases, within one hour after the release is discovered. Any emergency variation from the HWMP on file shall be immediately reported to the County. The notification, as required hereunder, shall be reported to the Lyon County Sheriff's office which will notify the appropriate County personnel.
2. In the event of an unauthorized release, the County may require:
 - a. That the hazardous wastes handler conduct monitoring to establish whether there is environmental contamination as a result of the release;
 - b. Removal of the hazardous wastes and contaminated media; and/or
 - c. That the hazardous waste handler pay the costs of a consultant of the County's choosing to evaluate testing and removal activities.

D. Closure Plan: As part of the application for a hazardous waste permit, the applicant shall file a plan satisfactory to the County for ultimate closure of the facility. The closure plan shall include:

1. A detailed plan for decontamination and restoration of the facility site, including description of methods to be used, estimates of costs, verified by independent consultants, and any other data which would assist the County in determining the efficacy of the closure plan; and
2. An irrevocable letter of credit, irrevocable bond or other irrevocable surety acceptable to County in a sum sufficient to effect the decontamination and restoration proposed in the detailed plan.

The permittee shall implement its closure plan when it permanently ceases operations under the hazardous waste permit or when operations have ceased for a period of six (6) months, which time shall be deemed to be a permanent cessation of operations unless it be shown to the satisfaction of the County that the cessation is temporary and that the operations will resume at some reasonable time satisfactory to the County.

A permittee may not escape responsibility for implementing the closure plan by sale or other disposition of the facility. Any subsequent permittee holding a hazardous waste permit for the same site also is responsible for implementing the closure plan at the time of ultimate closure. (Ord. 355, 5-2-91)

6.02.12: HAZARDOUS WASTE SITING:

- A. Stationary Facilities: A stationary facility for the handling of hazardous waste, other than in tanks or portable containers, shall not be constructed within the areas designated by Nevada Administrative Code 444.3456 in effect on July 22, 1987.

A stationary facility for the handling of hazardous waste in tanks or portable containers is exempt

from the specific siting requirements of this subsection A. Said permit application will be reviewed applying the general requirements and standards set forth in NRS 278.020.

B. Portable Facilities: A portable facility for the handling of hazardous wastes will be reviewed applying the general requirements and standards set forth in NRS 278.020. (Ord. 328, 4-6-89)

6.02.13: INSPECTIONS:

- A. Authority: The County may conduct inspections at its discretion to ascertain compliance with this Chapter and may cause to be corrected any conditions which constitute any violations of this Chapter or of any other statute, code, rule or regulation affecting the use and handling of hazardous waste.
- B. Entry Powers: For the purpose of investigating or enforcing the provisions of this Chapter, the County may enter the facilities or premises of a hazardous waste handler at all reasonable times to inspect the same; provided, that if the facilities or premises are occupied, the County's representative(s) shall first present proper credentials and request entry, and further provided, that if such facility or premises is unoccupied, the County shall first make a reasonable effort to contact the user and request entry, except in emergency circumstances. If such entry is refused, the County shall have recourse to every remedy provided by law to secure entry.
- C. Inspections Are Discretionary; Nonliability for Damage: All inspections specified herein to be performed by the County are discretionary with the County, and nothing in this Chapter shall be construed as requiring the County to conduct any such inspection nor shall any actual inspection made imply a duty to conduct any other inspection. Furthermore, nothing in this Chapter shall be construed to hold the County or any officer, employee or representative of the County responsible for any damage to persons or property by reason of any failure to make an inspection or reinspection.
- D. Special Inspections:
1. In addition to the inspections specified above, the County may require the employment by the handler of special inspectors or consultants to conduct an environmental audit monitoring or to otherwise determine compliance with the provisions of this Chapter.
 2. The special inspector or consultant shall be a qualified person who shall demonstrate expertise and independence to the satisfaction of the County.
 3. The report of the special inspection shall include an evaluation of the facility and recommendations consistent with the provisions of this Chapter, if appropriate. A copy of the report shall be filed with the County at the same time that it is submitted to the permit holder.

4. The permit holder shall, within thirty (30) days of the report, file with the County a plan to implement all recommendations, or demonstrate to the satisfaction of the County why such recommendations shall not be implemented.

E. Substituted Inspections: An inspection by an employee of any other public agency may be deemed by the County as an acceptable substitute for any inspection required by this Chapter. (Ord. 328, 4-6-89)

6.02.14: RECORDS KEPT:

All records required by this Chapter shall be maintained by the permit holder for a period of not less than five (5) years. These records shall be made available to the County during normal working hours and upon reasonable notice. Nothing in this Section alters or lessens responsibility to maintain records required under other laws. (Ord. 328, 4-6-89)

6.02.15: DISCLAIMER OF LIABILITY:

The degree of protection required by this Chapter is considered reasonable for regulatory purposes. The standards set forth herein are minimum standards, and this Chapter does not imply that compliance will ensure that there will be no unauthorized discharge of a hazardous waste. This Chapter shall not create liability on the part of the County or any officer or employee thereof for any damages that result from reliance on this Chapter or any administrative decision lawfully made hereunder. All hazardous wastes handlers are advised to determine to their own satisfaction the level of protection in addition to that required by this Chapter necessary or desirable to ensure that there is no risk or damage to public health or the environment. Mere compliance with this Chapter does not release the handler from civil liability to others for damages resulting from his use of hazardous waste. (Ord. 328, 4-6-89)

6.02.16: ENFORCEMENT AND PENALTIES:

A. Any hazardous waste handler who intentionally or negligently violates any of the provisions of this Chapter may:

1. Be denied a hazardous waste permit by the County; or
2. Have a hazardous waste permit revoked.
3. Have the hazardous waste permit suspended pending a formal hearing before the Board of County Commissioners or a designated hearing officer. The suspension may be ordered by an enforcement officer if the alleged violation threatens the health or safety of any person.

4. Be subject to the following penalties:

- a. **Administrative Penalties:** Upon a finding by the County Commissioners that a hazardous waste handler has violated any provision of this Chapter, the County Commissioners may levy an administrative fine of up to five hundred dollars (\$500.00) per day for each violation.
- b. **Civil Penalties:** Any hazardous waste handler who intentionally or negligently violates any provision of this Chapter or fails to comply with any order issued hereunder shall be liable for a civil penalty up to five hundred dollars (\$500.00) per day for each violation which shall be assessed and recovered in a civil action brought in the name of the County by the District Attorney. In any civil action brought pursuant hereto, in which the County prevails, the court shall determine and impose reasonable costs, including all attorney fees permissible under Nevada law, incurred by the County in the investigation and prosecution of the action.
- c. **Criminal Penalties:** Any person or business which intentionally violates any provision of the Chapter shall be subject to the criminal penalties prescribed by Nevada statute for misdemeanor offenses.

B. Remedies under this Chapter are in addition to and do not supersede or limit any and all other remedies, civil or criminal.

C. Acceptance by a permittee of a use permit granted pursuant to this Chapter shall signify acceptance by the permittee of the penalty provisions of this Chapter as if by contract or otherwise with County. (Ord. 328, 4-6-89)

Chapter 2 HAZARDOUS WASTE MANAGEMENT¹

[6.02.01: SHORT TITLE:](#)

[6.02.02: FINDINGS OF FACT:](#)

[6.02.03: PURPOSE:](#)

[6.02.04: INTERPRETATION AND SCOPE:](#)

[6.02.05: DEFINITIONS:](#)

[6.02.06: OBLIGATIONS OF SAFETY AND CARE:](#)

[6.02.07: PROFESSIONAL ASSISTANCE FOR COUNTY DETERMINATIONS:](#)

[6.02.08: HAZARDOUS WASTE PERMIT:](#)

[6.02.09: INSURANCE REQUIREMENTS:](#)

[6.02.10: HAZARDOUS WASTES MANAGEMENT PLAN:](#)

[6.02.11: RESPONSIBILITIES OF PERMITTEE:](#)

[6.02.12: HAZARDOUS WASTE SITING:](#)

[6.02.13: INSPECTIONS:](#)

[6.02.14: RECORDS KEPT:](#)

[6.02.15: DISCLAIMER OF LIABILITY:](#)

[6.02.16: ENFORCEMENT AND PENALTIES:](#)

6.02.01: SHORT TITLE:  

This Chapter may be referenced as the *LYON COUNTY HAZARDOUS WASTES ORDINANCE*.
(Ord. 328, 4-6-89)

6.02.02: FINDINGS OF FACT:  

The Board of Lyon County Commissioners finds and declares:

- A. Hazardous wastes present in the community may pose acute and chronic health hazards to individuals who live and work in Lyon County. Many hazardous wastes present a serious health risk over long periods of time.

- B. Mishandling of these substances can result in widespread and serious contamination of soil, air and surface and ground water.

- C. Environmental cleanup of soil and water contaminated with hazardous wastes can cost many times more than the cost of properly containing and handling the hazardous wastes which can cause pollution. Such cleanup very probably would exceed the County's financial capabilities, necessitating control of hazardous waste to minimize potential financial disaster.

- D. It is the responsibility of all businesses and persons to fully protect their workers and the public from hazardous wastes they handle.

- E. It is technically and economically feasible to design manufacturing and commercial facilities in such a way that the release of hazardous wastes is eliminated or minimized.

- F. Many state and Federal programs have solved one type of pollution by redirecting the contamination to another part of the environment rather than eliminating the hazard. The County, however, has the responsibility and the authority to plan to protect human health and the environment from all significant adverse effects resulting from the use and handling of hazardous wastes. (Ord. 328, 4-6-89)

6.02.03: PURPOSE:  

The purpose of this Chapter is to protect human health and life, the environment and property by placing on the handlers of hazardous wastes the obligation to prevent releases, emissions or discharges of all hazardous wastes. (Ord. 328, 4-6-89)

It is the intent of the Board of Lyon County Commissioners that this Chapter shall recognize the County's responsibilities and its right to act to protect public health, life and the environment from contamination by hazardous wastes. This Chapter shall condition all handling of hazardous wastes by placing an obligation on the handler to prevent and/or control its emissions, discharges and releases.

Further, it is the intent of the board of Lyon County commissioners to require that hazardous wastes handlers monitor emissions into the environment and keep records on the effectiveness of hazardous wastes management practices as a means of enforcing their obligation. (Ord. 328, 4-6-1989)

6.02.04: INTERPRETATION AND SCOPE:  

- A. Conflicts With Other Laws: Whenever any provision of this chapter conflicts with the county building code, fire code, this code or any other law, statute, rule or regulation, the stricter shall prevail. (Ord. 328, 4-6-1989; amd. Ord. 486, 5-5-2005)

- B. Existing Operations: A hazardous waste handler already operating a facility on the effective date hereof shall be required to comply with the terms of this chapter within sixty (60) days. (Ord. 328, 4-6-1989)

6.02.05: DEFINITIONS:  

When used in this chapter, the following words and terms shall have the meanings ascribed to them in this section:

BUSINESS: An employer, self-employed individual, trust, firm, joint stock company, corporation, partnership, association, city, district and the state of Nevada or any department or agency thereof. For the purpose of this chapter, a "business" shall include both for profit and nonprofit business.

CONTROL: To mitigate, pretreat, remove or otherwise lessen the impact of an emission, discharge or release of a hazardous waste into the environment.

COUNTY: Lyon County, Nevada.

DISCHARGE: Includes, but is not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping of a hazardous waste into the environment.

DISCLOSURE FORM: The written request for information prepared by the Lyon County department of safety and emergency management and the Lyon County planning department. The term includes the hazardous waste permit application form required by the county.

EMIT: To discharge or release into the atmosphere or into the environment.

ENVIRONMENTAL AUDIT: The efforts undertaken to outline the handling of hazardous waste. An environmental audit is a precursor to and part of the hazardous wastes management plan required hereby.

FACILITY: Any building, structure, installation, equipment, pipe or pipeline, or any of the foregoing that are related by nature of contiguity, ownership or industrial process and used for the handling of hazardous wastes.

HANDLE: To generate, treat, manufacture, produce, store, use, discharge, release, transfer, dispose of, incinerate, recycle or emit in any fashion a hazardous waste.

HANDLER: An entity which generates, treats, manufactures, produces, stores, uses, discharges, releases, transfers, transports, disposes of, incinerates, recycles or emits in any fashion a hazardous waste. An entity which otherwise would be a "handler" who conducts any such activity pursuant to a preemptive state or federal law or regulation is not a "handler" for the purposes of this chapter.

HAZARDOUS WASTE: The following substances, when handled off site and being handled for disposal:

- A. The substances as listed in the then current edition of "RCRA Hazardous Waste";
- B. Any substance containing five (5) or more parts per million of polychlorinated biphenyls (PCBs);
- C. The substances defined in NRS 459.430 and NAC 444.8565;
- D. High-level radioactive wastes;
- E. Low-level radioactive wastes; and

F. Incinerator ash, unless it be shown that the ash does not contain any substance defined herein as "hazardous waste".

LOAD: The amount of hazardous waste transported by one truck, one towed trailer, one railroad car or any other single vehicle to a hazardous waste area.

MONITOR: To perform a test, sample or otherwise check a discharge or handling activity to ensure compliance with standards set pursuant to any provision of this Chapter or any other law, rule or regulation regarding the handling of hazardous wastes.

OFFICER: Any representative of Lyon County whose official duties include hazardous waste control.

OFF-SITE: The substance is being handled at a site other than the location where the substance was generated.

PERMIT: The hazardous waste permit required pursuant to this Chapter.

RELEASE: Any spilling into, leaking into, pumping into, pouring into, emitting into, emptying into, discharging into, injecting into, escape into, leaching into, dumping into or onto or in any way disposing into the environment or any abandonment of hazardous wastes.

REMOVE: A. The cleanup or removal of released hazardous wastes or environmental media contaminated by released hazardous wastes;

B. Such actions as may be necessary to monitor, assess or evaluate the release of the hazardous wastes; or

C. The taking of other such actions as may be necessary to mitigate damage to the public health and the environment.

STORAGE: When the substance has remained in Lyon County for more than thirty (30) days.

UNAUTHORIZED RELEASE: The release, discharge or emission of a hazardous waste in quantities as set in the hazardous waste management plan (HWMP). (Ord. 355, 5-2-91)

6.02.06: OBLIGATIONS OF SAFETY AND CARE:

A. General Obligations: No person or business shall use or handle hazardous wastes in a manner which:

1. Violates any provision of this Chapter, or any other local, Federal or State statute, code, rule or regulation relating to hazardous wastes;
2. Harms or poses a significant risk of harm to the public health or adverse impact to the environment.

B. Specific Obligations: Any person handling or intending to handle a hazardous waste shall obtain and keep current a hazardous waste permit. A separate permit is required for each place or location where hazardous wastes will be handled. Ordinarily, such permit will be issued pursuant

to the Lyon County Code controlling planning and zoning.² In the event that the handler does not have a fixed place or location where hazardous wastes will be handled, he is required to obtain a permit for nonspecific location prior to handling any hazardous waste pursuant to the County's health and safety police powers rather than land use control authority. The permit for nonspecific location will be applied for, issued and controlled the same as a permit for a specific site. (Ord. 328, 4-6-89)

6.02.07: PROFESSIONAL ASSISTANCE FOR COUNTY DETERMINATIONS:

- A. Whenever the approval or satisfaction of the County may be required by this Chapter for the design, monitoring, testing or other technical submittal by an applicant or permit holder, the County may, in its discretion, at such applicant's or permit holder's sole cost or expense, retain a suitably qualified independent engineer, chemist, toxicologist or industrial hygienist, or other appropriate consultant, acceptable to the County, for the purpose of evaluating and rendering a professional opinion regarding the adequacy of such submittal to achieve the purposes of this Chapter.

- B. Prior to the County retaining any said independent expert, the County shall consult with the applicant/permit holder regarding the expert to be retained by County, the scope of the work to be done by said expert and a reasonable estimate of the cost to be borne by the applicant/permittee. In the event that a disagreement exists between the County staff and the applicant/permittee regarding the expert to be utilized, the scope of the work to be done by said expert or the cost to be assessed against applicant/permittee, the issue shall be heard and decided by the County Commissioners. The County and the applicant/permittee shall use their best efforts to cooperate and act reasonably. The County shall be entitled to rely on such evaluation and/or opinion of such consultant in making the relevant determinations provided for in this Chapter.

- C. When County, in its discretion, reasonably determines that a professional consultant shall be retained, an applicant or permit holder shall forthwith deposit with the County such sum as may be necessary to pay for the services of the expert. No new application shall be processed further until such deposit is made. In the event that a consultant's services are required to evaluate an existing hazardous waste permit, such permit shall be suspended ten (10) days after request for deposit, unless and until the necessary deposit is made. (Ord. 328, 4-6-89)

6.02.08: HAZARDOUS WASTE PERMIT:

- A. Permit Required: As of the effective date hereof, a permit is required for all new facilities where hazardous wastes will be handled prior to the construction of the facility.

- B. Application for Permit; Procedures for Approval and Revocation:

1. An applicant for a hazardous waste permit shall first pay to the County a filing fee set by resolution of the Board of Lyon County Commissioners and in a sum sufficient to reimburse the County for all expenses which the County shall incur in processing the application.
2. The application shall:
 - a. Be in a form prepared by the Lyon County Zoning Administrator and the Lyon County Emergency Management Director and approved by the Board of Lyon County Commissioners.
 - b. Not be accepted for filing until it is complete, and all investigations which may be required are complete.
3. After the application is accepted for filing by the Lyon County Planning Department, the County shall proceed as follows:
 - a. If the hazardous waste permit is to be considered in conjunction with an application for a special use permit or variance of land use or a zoning change, the hazardous waste permit process must be completed before the special use permit/variance/ zoning change application is accepted for filing; provided, however, if the applicant wishes to proceed simultaneously with the hazardous waste permit application and the land use application, the County will accept both applications for filing if the applicant formally waives, in writing, the provisions of NRS 278.315(2) or any other applicable statute, rule or regulation limiting the period of time within which the County may consider and process the land use application.
 - b. The application shall be placed on the agenda of the next available meeting of the Lyon County Planning Commission for consideration and adoption of a recommendation to the Board of Lyon County Commissioners.

If, in the discretion of the Planning Commission or at the request of the Board of Lyon County Commissioners, it shall appear that the Lyon County Planning Commission should hold a hearing in the area of the County which would be most affected by the hazardous waste permit, the Planning Commission is authorized hereby to hold such a hearing.

- c. The application, together with the recommendation of the Lyon County Planning Commission, shall be forwarded to the Board of Lyon County Commissioners for public hearing and decision.
- d. The Board of Lyon County Commissioners may approve the hazardous waste permit application as requested, with modifications or conditions, or may deny the application. Since it is the intention of Lyon County that hazardous wastes be regulated as a "pervasively regulated industry", denial of a permit application may be based upon any reasonable finding of the County that issuance of the permit would not be in the best interests of the County or any of the residents thereof for reasons of health, safety, general welfare or any other similar good and sufficient reason.
- e. Any hazardous waste permit issued pursuant to this Chapter shall be subject to continuing review and may be terminated at any time if the permit holder fails to comply with the terms of this Chapter and/or any special conditions or modifications. In addition to continuing review, every hazardous waste permit shall be subject to automatic annual review to determine if the permit should be continued, modified or revoked. No person or entity issued a permit hereunder shall acquire any property right or other right to renewal or continuation of the permit. Nonuse of a permit for six (6) months shall result in automatic revocation.

If, in the opinion of the Lyon County Zoning Administrator, the office of the District Attorney, the

Board of Lyon County Commissioners or the Lyon County Emergency Management Director, any hazardous waste permit should be revoked pursuant to this Chapter, Lyon County shall so notify the permit holder by legal notice setting forth the basis for the requested revocation together with notification of the date for a revocation hearing before the Board of Lyon County Commissioners.

At the conclusion of the public hearing on revocation, the Board of County Commissioners may revoke the hazardous waste permit, reinstate the hazardous waste permit, with additional conditions or modifications, or reinstate the permit without additional conditions or modifications.

C. Investigation Costs: All applicants for hazardous wastes permits shall deposit, in advance, in addition to the application fee, all estimated costs of processing the application including any travel costs or other expenses necessary in the County's sole discretion to reasonably investigate the applicant or the proposed.

D. Nontransferability of Permit; Expiration: If a handler changes its operations and begins the use of a new hazardous waste or if a new handler of hazardous wastes occupies a facility where another handler formerly operated, then that handler is required to apply for a permit.

Every permit granted hereunder expires automatically with any majority change of ownership or significant change in management of the hazardous wastes handler entity. (Ord. 328, 4-6-89)

6.02.09: INSURANCE REQUIREMENTS:

A. General Requirements: All applicants/permittees for hazardous wastes permits issued or renewed after the effective date hereof shall be required to provide liability insurance adequate to insure the public against the risks reasonably to be anticipated as a result of the handling of hazardous wastes. Lyon County shall be named expressly as an additional insured on all such policies. The amount and type of insurance to be required shall be determined by the County after evaluation of the risks to be insured against.

All liability policies shall be for a minimum of one year "tail" to cover later claims. The one-year policy and the "tail" shall be renewed annually.

B. Costs for Analysts or Consultants: In the event that the County finds it necessary to retain an independent analyst to assist the County to determine the level of insurance to be required, the applicant shall deposit, in advance, the estimated cost of obtaining such analyst or consultant.

C. Qualifications of Insurance Companies: All insurance shall be written by companies authorized by the Nevada Insurance Commissioner to write policies of that type in the State of Nevada.

D. Types of Insurance Required: The insurance to be required may include, but is not limited to:

1. General liability.
2. Sudden and accidental.
3. Nonsudden and accidental.
4. Environmental pollution.
5. Off-premises damages.
6. SIIS.
7. Additional industrial health insurance.
8. Closure expense insurance.

E. Termination or Cancellation of Insurance: Any hazardous wastes permit issued or renewed pursuant to this Chapter shall become void upon the lapse, termination or cancellation of the insurance required hereunder.

F. Other Assurance Methods: With approval of the County Commissioners, the applicant/permittee may provide the coverage required through comparable means of financial assurance such as bonds or letters of credit, etc. (Ord. 328, 4-6-89)

6.02.10: HAZARDOUS WASTES MANAGEMENT PLAN:

Each applicant for a permit pursuant to this Chapter shall file a hazardous wastes management plan (HWMP) which shall set forth the applicant's methods for safe handling and control of hazardous wastes. Said plan must be filed at the time of application for permit. The HWMP may be amended at any time with the consent of the Board of Lyon County Commissioners. Those hazardous wastes handlers that frequently initiate significant changes in handling of hazardous wastes should indicate that information in the plan or file an amended plan. The HWMP shall be a public record, and shall consist of:

A. The Environmental Audit: Hazardous wastes handlers shall provide the County with an environmental audit of each hazardous waste they handle. Included in an environmental audit are:

1. A list of all hazardous wastes that will be handled at the facility. The list shall include applicable reportable quantities;
2. General descriptions of all processes that produce wastewaters, air emissions or other hazardous wastes;

3. Diagrams showing the flow of all hazardous wastes through each step of this process;
4. General descriptions of all treatment processes for hazardous wastes, including information on their efficiency in removing or destroying hazardous contaminants, unless Federal law prohibits such disclosure; and
5. Estimates of the type and volume of hazardous wastes that will be incorporated into final products, discharged into the sewer, released into the air and/or transformed into hazardous wastes.

B. Control of Emissions, Discharges and Releases: The HWMP shall indicate the measures employed to control emissions, discharges and releases of each hazardous waste by:

1. Showing that the handler has, or within reasonable time will obtain an applicable State/Federal permit or license (so long as that permit or license specifically covers each hazardous waste and its harm or potential for harm).
2. Explaining how the handler complies with existing laws, statutes, standards or regulations that do not require a permit or license but do specifically cover the handling of each hazardous waste and specifically require its control.
3. Documenting measures that will be employed to control the hazardous waste in such a manner as to present the least acute or chronic hazard or risk to public health and/or least damage to the environment including, but not limited to:
 - a. The best available control technologies (BACT), or
 - b. Changes in process and manufacturing strategies to reduce handling of the hazardous waste if there are no laws, statutes, standards and regulations relating to its handling and control.
4. Demonstrating the adequacy of:
 - a. Contingency plans for spills and unauthorized emissions, discharges and releases of the hazardous waste.
 - b. Employee training and equipment for proper handling of hazardous materials and in response to all emergencies involving the hazardous waste.
 - c. Adequate standards for construction of storage areas for the hazardous wastes.
5. If applicable, demonstrating that the environmental fate of the hazardous waste is such that it presents no harm or potential of harm to human health or to the environment.

No effort outlined above shall be approved by the County if it results in increased risk or hazard of harm to the health or safety of persons involved in handling the hazardous waste or otherwise employed at the facility or the public or the environment.

C. Monitoring Plan: For each hazardous waste used, the handler shall document the efforts used to verify that the hazardous wastes are controlled in accord with all other elements of the HWMP:

1. These efforts shall include, but are not limited to:
 - a. Sampling of emissions discharges and releases.
 - b. Self-inspections of storage, manufacturing and transportation operations.
 - c. Testing of emergency procedures.
2. These efforts shall take place in such manner as to:
 - a. Include sampling, self-inspections and monitoring at those times during the production process when the highest volume discharges and the highest probable concentrations of contamination are likely to occur.
 - b. Monitor, inspect or sample for all hazardous wastes used in the manufacturing process which have any potential for appearing in wastewater discharge.
 - c. Include periodic random sampling, monitoring or inspection. (Ord. 328, 4-6-89)

6.02.11: RESPONSIBILITIES OF PERMITTEE:

A. Compliance with HWMP: All permit holders shall handle and control hazardous wastes in accordance with the provisions of the hazardous wastes management plan (HWMP) approved by the County.

B. Records Kept: Records of monitoring, inspections and sampling results produced pursuant to a monitoring plan that is a part of an HWMP approved by the County shall be kept and made available for inspection at all times.

C. Unauthorized Release of Hazardous Wastes:

1. As soon as any hazardous waste handler has knowledge of any unauthorized release, that handler shall report the incident to the County immediately and, in all cases, within one hour after the release is discovered. Any emergency variation from the HWMP on file shall be immediately reported to the County. The notification, as required hereunder, shall be reported to the Lyon County Sheriff's office which will notify the appropriate County personnel.
2. In the event of an unauthorized release, the County may require:
 - a. That the hazardous wastes handler conduct monitoring to establish whether there is environmental contamination as a result of the release;

- b. Removal of the hazardous wastes and contaminated media; and/or
- c. That the hazardous waste handler pay the costs of a consultant of the County's choosing to evaluate testing and removal activities.

D. Closure Plan: As part of the application for a hazardous waste permit, the applicant shall file a plan satisfactory to the County for ultimate closure of the facility. The closure plan shall include:

1. A detailed plan for decontamination and restoration of the facility site, including description of methods to be used, estimates of costs, verified by independent consultants, and any other data which would assist the County in determining the efficacy of the closure plan; and
2. An irrevocable letter of credit, irrevocable bond or other irrevocable surety acceptable to County in a sum sufficient to effect the decontamination and restoration proposed in the detailed plan.

The permittee shall implement its closure plan when it permanently ceases operations under the hazardous waste permit or when operations have ceased for a period of six (6) months, which time shall be deemed to be a permanent cessation of operations unless it be shown to the satisfaction of the County that the cessation is temporary and that the operations will resume at some reasonable time satisfactory to the County.

A permittee may not escape responsibility for implementing the closure plan by sale or other disposition of the facility. Any subsequent permittee holding a hazardous waste permit for the same site also is responsible for implementing the closure plan at the time of ultimate closure. (Ord. 355, 5-2-91)

6.02.12: HAZARDOUS WASTE SITING:

A. Stationary Facilities: A stationary facility for the handling of hazardous waste, other than in tanks or portable containers, shall not be constructed within the areas designated by Nevada Administrative Code 444.3456 in effect on July 22, 1987.

A stationary facility for the handling of hazardous waste in tanks or portable containers is exempt from the specific siting requirements of this subsection A. Said permit application will be reviewed applying the general requirements and standards set forth in NRS 278.020.

B. Portable Facilities: A portable facility for the handling of hazardous wastes will be reviewed applying the general requirements and standards set forth in NRS 278.020. (Ord. 328, 4-6-89)

6.02.13: INSPECTIONS:

A. Authority: The County may conduct inspections at its discretion to ascertain compliance with this Chapter and may cause to be corrected any conditions which constitute any violations of this

Chapter or of any other statute, code, rule or regulation affecting the use and handling of hazardous waste.

B. Entry Powers: For the purpose of investigating or enforcing the provisions of this Chapter, the County may enter the facilities or premises of a hazardous waste handler at all reasonable times to inspect the same; provided, that if the facilities or premises are occupied, the County's representative(s) shall first present proper credentials and request entry, and further provided, that if such facility or premises is unoccupied, the County shall first make a reasonable effort to contact the user and request entry, except in emergency circumstances. If such entry is refused, the County shall have recourse to every remedy provided by law to secure entry.

C. Inspections Are Discretionary; Nonliability for Damage: All inspections specified herein to be performed by the County are discretionary with the County, and nothing in this Chapter shall be construed as requiring the County to conduct any such inspection nor shall any actual inspection made imply a duty to conduct any other inspection. Furthermore, nothing in this Chapter shall be construed to hold the County or any officer, employee or representative of the County responsible for any damage to persons or property by reason of any failure to make an inspection or reinspection.

D. Special Inspections:

1. In addition to the inspections specified above, the County may require the employment by the handler of special inspectors or consultants to conduct an environmental audit monitoring or to otherwise determine compliance with the provisions of this Chapter.
2. The special inspector or consultant shall be a qualified person who shall demonstrate expertise and independence to the satisfaction of the County.
3. The report of the special inspection shall include an evaluation of the facility and recommendations consistent with the provisions of this Chapter, if appropriate. A copy of the report shall be filed with the County at the same time that it is submitted to the permit holder.
4. The permit holder shall, within thirty (30) days of the report, file with the County a plan to implement all recommendations, or demonstrate to the satisfaction of the County why such recommendations shall not be implemented.

E. Substituted Inspections: An inspection by an employee of any other public agency may be deemed by the County as an acceptable substitute for any inspection required by this Chapter. (Ord. 328, 4-6-89)

6.02.14: RECORDS KEPT:

All records required by this Chapter shall be maintained by the permit holder for a period of not less

than five (5) years. These records shall be made available to the County during normal working hours and upon reasonable notice. Nothing in this Section alters or lessens responsibility to maintain records required under other laws. (Ord. 328, 4-6-89)

6.02.15: DISCLAIMER OF LIABILITY:

The degree of protection required by this Chapter is considered reasonable for regulatory purposes. The standards set forth herein are minimum standards, and this Chapter does not imply that compliance will ensure that there will be no unauthorized discharge of a hazardous waste. This Chapter shall not create liability on the part of the County or any officer or employee thereof for any damages that result from reliance on this Chapter or any administrative decision lawfully made hereunder. All hazardous wastes handlers are advised to determine to their own satisfaction the level of protection in addition to that required by this Chapter necessary or desirable to ensure that there is no risk or damage to public health or the environment. Mere compliance with this Chapter does not release the handler from civil liability to others for damages resulting from his use of hazardous waste. (Ord. 328, 4-6-89)

6.02.16: ENFORCEMENT AND PENALTIES:

A. Any hazardous waste handler who intentionally or negligently violates any of the provisions of this Chapter may:

1. Be denied a hazardous waste permit by the County; or
2. Have a hazardous waste permit revoked.
3. Have the hazardous waste permit suspended pending a formal hearing before the Board of County Commissioners or a designated hearing officer. The suspension may be ordered by an enforcement officer if the alleged violation threatens the health or safety of any person.
4. Be subject to the following penalties:
 - a. Administrative Penalties: Upon a finding by the County Commissioners that a hazardous waste handler has violated any provision of this Chapter, the County Commissioners may levy an administrative fine of up to five hundred dollars (\$500.00) per day for each violation.
 - b. Civil Penalties: Any hazardous waste handler who intentionally or negligently violates any provision of this Chapter or fails to comply with any order issued hereunder shall be liable for a civil penalty up to five hundred dollars (\$500.00) per day for each violation which shall be assessed and recovered in a civil action brought in the name of the County by the District Attorney. In any civil action brought pursuant hereto, in which the County prevails, the court shall determine and impose reasonable costs, including all attorney fees permissible under Nevada law, incurred by the County in the investigation and prosecution of the action.
 - c. Criminal Penalties: Any person or business which intentionally violates any provision of the Chapter shall be subject to the criminal penalties prescribed by Nevada statute for misdemeanor offenses.

B. Remedies under this Chapter are in addition to and do not supersede or limit any and all other remedies, civil or criminal.

C. Acceptance by a permittee of a use permit granted pursuant to this Chapter shall signify acceptance by the permittee of the penalty provisions of this Chapter as if by contract or otherwise with County. (Ord. 328, 4-6-89)

Footnotes - Click any footnote link to go back to its reference.

[Footnote 1](#): See also [Title 10, Chapter 11](#) of this Code for **waste** disposal control.

[Footnote 2](#): See Titles 10 and 11 of this Code.

APPENDIX G: City of Fernley Code

CITY OF FERNLEY
Ordinance # 2008- *013*

AN ORDINANCE AUTHORIZING THE CITY OF FERNLEY TO ADOPT RULES AND PROCEDURES TO REGULATE THE COLLECTION, TRANSPORTATION, DEPOSIT, TRANSFER, RECYCLING AND DISPOSAL OF SOLID WASTE IN A MANNER THAT IS CONSISTENT WITH STATE LAW AND OTHER MATTERS PROPERLY RELATED THERETO.

THE CITY COUNCIL OF THE CITY OF FERNLEY, hereinafter "the Council", DOES ORDAIN:

Authorized by NRS 266 and 444, the Fernley City Council does hereby adopt the Solid Waste Management and Collection-Franchisees Ordinance as follows:

SOLID WASTE MANAGEMENT AND COLLECTION-FRANCHISEES

5.05.01 FINDINGS-PURPOSE: It is declared to be the policy of the City to regulate the collection, transportation, deposit, transfer, recycling and disposal of solid waste in a manner that is consistent with State law and that will:

- (A) Protect public health and welfare.
- (B) Prevent water or air pollution.
- (C) Prevent the spread of disease and the creation of nuisances.
- (D) Conserve natural resources.
- (E) Enhance the beauty and quality of the environment.

5.05.02 DEFINITIONS. In the construction of this Chapter, the following definitions shall apply, unless the context clearly requires otherwise:

CITY: City of Fernley, County of Lyon, State of Nevada.

COMMERCIAL AND INDUSTRIAL WASTE: (C&I) is produced by non-single family dwelling, business and commerce, and includes but is not limited to, waste from schools, restaurants, offices, retail and wholesale businesses, multi-family apartment complexes, manufacturing industries, service establishments of any type, professional offices, and other types of commercial businesses.

CONSTRUCTION OR DEMOLITION WASTE: Solid waste resulting from the construction or demolition of buildings and other structures, including but not limited to wood, plaster, metals, asphaltic substances, bricks, block and concrete, and

landscaping, native vegetation, excavation dirt, rock, stone and gravel. The term "construction or demolition waste" does not include uncontaminated soil, rock, stone, gravel, unused brick and block and concrete if they are separated from other construction or demolition waste and are to be used as clean fill.

COUNCIL: The City of Fernley, City Council.

COUNTY: The County of Lyon, Nevada or the area within the limits of the County and such territory outside of the County over which the County has jurisdiction or control by virtue of any constitutional or statutory provisions.

CPI-U: The Consumer Price Index, All Urban Consumers, U.S. City Average- Item: Garbage and Trash Collection (1983=100) ("CPI") as published by the Bureau of Labor Statistics, Washington, D.C.

DEAD ANIMALS: All dead animals or parts thereof (including condemned meats) that are not intended to be used as food for man or animal.

EMPLOYEES: Whenever reference is made in this Code to a City employee by title only, this shall be construed as though followed by the words "of the City of Fernley".

EXCLUSIVE RESIDENTIAL FRANCHISE AGREEMENT: An agreement between the City and a third party by which such third party is exclusively authorized to collect, transport and dispose of single family dwelling garbage.

FRANCHISE AGREEMENT: An agreement between the City and a third party by which such third party is authorized to collect, transport and dispose of non-single family dwelling garbage, commercial, industrial, construction and demolition waste generated within the City.

FRANCHISE FEE: The fee required by a franchise agreement based upon a percentage of a Franchisee's gross cash receipts or gross revenues derived from the collection, transportation and disposal of solid waste in the City.

FRANCHISEE: Any person who has contracted with the City for collection, transportation and disposal of solid waste.

FEE: A sum of money charged by the City for the carrying on of a business, profession or occupation.

GARBAGE: Putrescible animal and vegetable wastes that result from the handling, storage, sale, preparation, cooking and serving of food, and that have been discarded

or abandoned. This includes but is not limited to:

- (A) Offal, swill, kitchen and table waste, and other organic animal and vegetable waste;
- (B) Bottles, cans, cups, plates, utensils, containers, and/or covering of any construction or material that has been in intimate contact with food, confection, and/or beverage;
- (C) Any component used in the preparation or manufacture of matter intended for animal or human consumption and;
- (D) Such matter and/or materials listed in (A) through (C) above that have been discarded without first being sanitized.

The mixing, addition, or commingling of garbage with rubbish, trash, or other waste matter renders the entire resulting mixture as garbage and requires the mixture to be handled as garbage.

GREEN WASTE: Includes grass clippings, tree, bush and shrub trimmings, branches and other similar material resulting from domestic or commercial gardening, landscaping or maintenance activities.

GROSS CASH RECEIPTS OR GROSS REVENUES: All receipts derived from the collection of solid waste and includes, by way of illustration and not limitation, all money, cash, receipts, property, credits, property or other things of value collected by Franchisee or other consideration of any kind derived directly or indirectly by a Franchisee (or any of its authorized agents or affiliates) for the collection, transportation and disposal of solid waste, including all revenue received from single family dwelling service, commercial and industrial service, transfer station fees, sewage-waste service, container rentals, packaging, shipping and late fees.

HAZARDOUS WASTE: Any waste or combination of wastes, including solids, semisolids, liquids or contained gases which:

- (A) Because of its quantity or concentration or its physical, chemical or infectious characteristics may:
 - (1) Cause or significantly contribute to an increase in mortality or serious irreversible or incapacitating illness; or
 - (2) Pose a substantial hazard or potential hazard to human health, public safety or the environment when it is given improper treatment, storage, transportation, disposal or other management;
- (B) Is identified as hazardous waste by the Nevada Department of Conservation and Natural Resources as a result of studies undertaken for the purpose of identifying hazardous wastes; and
- (C) Includes, among other wastes, toxins, corrosives, flammable materials, irritants,

strong sensitizers and materials which generate pressure by decomposition, heat or otherwise.

- (D) A hazardous material is one which meets one or more of the following criteria:
1. Is listed in the annual registry of toxic effects of chemical substances, or is known to be toxic within the parameters of that registry, and is present at a level of 1% or greater of the composition, except chemicals classified as carcinogens under 29 CFR 1910.1200 (d)(4) shall be listed if the concentrations are 0.1% or greater.
 2. It has an OSHA established Threshold Limit Value (TVL) or Ceiling Concentration (C) or an American Conference of Governmental Industrial Hygienist's (ACGIH) TLV or C, and by the nature of the product or its known use is likely to become airborne.
 3. It contributes to one or more of the following hazards to the product:
 - a. Flashpoint below 200 degrees F; or
 - b. Subject to spontaneous heating or decomposition;
 - c. Causes skin burns (DOT);
 - d. Subject to hazardous polymerization.

LAW: Denotes applicable Federal law, the constitution and statutes of the State of Nevada, the ordinances and resolutions of the County, the ordinances and resolutions of the City and, when appropriate, any and all rules and regulations which may be promulgated thereunder.

LICENSE: The permission granted for the carrying on of a business, profession or occupation.

MANDATORY SINGLE FAMILY DWELLING WASTE COLLECTION: Every person which accumulates or causes the accumulation of garbage as defined in this Chapter upon a single family dwelling located on two (2) acres or less in the City shall subscribe to the collection, hauling and disposal of garbage pursuant to the provisions of this Chapter.

For purposes of determining whether garbage service must be subscribed to in accordance with the provisions of this chapter, it is presumed that every dwelling is accumulating or causing the accumulation of garbage upon the premises.

MULTIPLE FAMILY DWELLINGS: Any premises on which there are five or more attached residential dwelling units which are grouped together under the management of one person and which do not require separate individual collection of solid waste.

NON-SINGLE FAMILY DWELLING CUSTOMER: Any solid waste disposal service customer of a Franchisee except for any single family dwelling customer.

OCCUPANT: When applied to a building or land, shall include any person who occupies the whole or any part of such building or land whether alone or with others.

OPERATOR: The person who is in charge of any operation, business or profession.

OVERFLOW or OVERFLOWING SOLID WASTE: Solid waste of non-single family dwelling customers that is deposited on the ground outside of a solid waste container (except for any items bundled in accordance with this Chapter), or excess solid waste that has been piled onto a solid waste container that is already full to such an extent that the excess solid waste will spill onto the ground in the emptying process, requiring more than minimal manual cleanup of solid waste from the ground.

OWNER: As applied to a building or land, includes any part owner, joint owner, tenant in common, joint tenant or tenant by the entirety of the whole or a part of such building or land.

PERSON: Any public or private corporation, firm, partnership, association, organization, government or any other group acting as a unit, or the manager, officer or employee of any of them, as well as a natural person.

PLACE OF BUSINESS: Any place of business in the City, other than multiple family dwellings, to conduct or carry on principally or exclusively any pursuit or occupation for the purpose of gaining a livelihood.

PREMISES: A nonresidential or residential lot, including any buildings, improvements, and personal property located thereon.

PROPERTY: Includes real and personal property.

PUTRESCIBLE: Capable of being decomposed by microorganisms with sufficient rapidity as to cause nuisances from odors or gases.

REAL PROPERTY: Includes lands, tenements and hereditaments.

RECYCLABLE MATERIAL: material defined in NRS 444A.013 and includes solid waste that can be processed and returned to the economic mainstream in the form of raw materials or products, as determined by regulations adopted by the Nevada State Environmental Commission and the Nevada State Division of Health.

RESIDENTIAL FRANCHISEE: The person or entity who has entered into an Exclusive Residential Franchise Agreement with the City.

REVENUE: SEE GROSS CASH RECEIPTS OR GROSS REVENUE

SIDEWALK: That portion of a street between the curb line and the adjacent property line intended for the use of pedestrians.

SINGLE FAMILY DWELLING: A building or dwelling designed or used for single- family

occupancy and where no business is conducted (other than a licensed home occupation business), and includes a mobile home, modular home, and multi-unit attached occupancies consisting of four units or less which includes, but is not limited to, duplexes, apartments, condominiums, or other attached occupancies consisting of four units or less.

STATE: The State of Nevada.

STREET: Includes all streets, highways, avenues, lanes, alleys, courts, places, squares, curbs or other public ways in this City which have been or may hereafter be dedicated and open to the public use or such other public property so designated in any law of this State

SOLID WASTE: All putrescible and nonputrescible materials in solid or semisolid form that have been discarded or abandoned by their owner, including domestic or household waste resulting from the ordinary domestic use or occupation of a house, flat, apartment, unit, boarding house, hostel or guesthouse; garbage, rubbish such as paper, cardboard, automobiles, cans, wood, glass, bedding, crockery and similar materials, junk vehicles and parts, ashes or incinerator residue, street refuse, dead animals, construction or demolition waste, commercial or industrial waste, garbage, sewage waste, commingled recyclables and other refuse which includes discarded materials that have no useful physical, chemical or biological properties after serving their original purpose and that cannot be reused or recycled for the same or other purposes. The term "solid waste" does not include hazardous waste.

TENANT and OCCUPANT: As applied to a building or land, includes any person who occupies whole or part of such building or land, whether alone or with others.

TRANSFER STATION: A collection site where solid waste and recyclables may be taken by persons and deposited into designated containers as provided for in this Chapter.

UNFORESEEN ECONOMIC CIRCUMSTANCE means:

- (A) A percentage change in the CPI-U for a given twelve-month period that is greater than ten percent or below zero (a decrease);
- (B) An adverse economic occurrence beyond a Franchisee's reasonable control; or
- (C) A finding by the City Council that there have been economic occurrences during that period that have caused specific additional economic costs for a Franchisee which are not reflected in changes to the CPI-U during that same period.

WRITTEN, IN WRITING: May include printing and any other mode of representing words and letters, but when the written signature of any person is required by law to any official or public writing or bond required by law, it shall be in the proper handwriting of such person, or in case he is unable to write, by his proper mark.

YEAR: A calendar year.

5.05.03 COLLECTION OF WASTE SUBJECT TO RULES AND REGULATIONS.

Any person collecting, transporting, processing or disposing of solid waste, hazardous waste or recyclables shall do so subject to the codes, ordinances, rules and regulations of the City of Fernley, Lyon County, the State of Nevada and the Federal Government.

5.05.04 PERMIT REQUIRED

- (A) No person shall collect, remove or convey any solid waste upon, along or across any public street, alley, highway or other public place without first applying for and receiving either an Exclusive Residential Franchise Agreement or a non-residential franchise permit therefor from the City Council.

- (B) No person shall operate a transfer station within the City without first applying for and receiving either an Exclusive Residential Franchise Agreement or a non-residential waste permit therefor from the City Council.

5.05.05 PERMIT APPLICATION, CONSIDERATION BY CITY COUNCIL

- (A) Any person desiring to obtain a non-residential franchise permit to remove or convey any solid waste upon or along any public street, alley, highway or other public place shall pay an application fee and sign and file an application with the City Council.

- (B) Any person desiring to obtain a non-residential franchise permit to operate a transfer station within the City shall pay an application fee and sign and file an application with the City Council.

- (C) When application shall be made to the City for a non-residential franchise permit, City staff will make a determination whether the application is complete. Thereafter the City Council shall consider the matter and shall have a right to grant or reject non-residential franchise the permit sought.

- (D) Upon approval by the City Council, applicant shall enter into a franchise agreement with the City subject to the terms and conditions approved by the City Council.

5.05.06 FRANCHISES PERMITTED, FEE

- (A) Each holder of a non-residential franchise permit shall pay a franchise fee of eight percent (8%) of their total gross revenues from customers located within the City unless otherwise provided for through City Council resolution.

- (B) The holder of the Exclusive Residential Franchise shall pay a franchise fee of a percentage of their total gross revenues from customers located within the City as set by City Council, as provided for in the Exclusive Residential Franchise Agreement.

(C) The holder of the Exclusive Residential Franchise permit shall maintain a transfer station within the City unless otherwise agreed to between said Franchisee and City.

(D) Any person operating a transfer station within the City shall pay a franchise fee of eight per cent (8%) of their total gross revenues collected from customers.

5.05.07 DURATION OF NON-RESIDENTIAL FRANCHISE PERMIT

Non-Residential Franchise permits shall be processed and renewed annually for non-exclusive commercial franchises and transfer stations, owned by non-exclusive commercial franchisees and continue in full force and effect unless terminated by City Council action. City Council termination action is not subject to cause and the Contractor will be given thirty days (30) notice to cease operations.

5.05.08 TRANSFERABILITY

No permit granted pursuant to the provisions of this Chapter shall be assigned or transferred by the Contractor without the consent of the City Council.

5.05.09 REVOCATION OF NON-RESIDENTIAL FRANCHISE PERMIT

In the event that any Contractor holding a non residential franchise permit to operate a transfer station or to collect, remove or convey solid waste upon or along any public street, alley, highway or other public place shall violate any of the conditions of such franchise permit or any provisions of this Chapter or any other ordinance of the City that may now be in force or may hereafter be enacted, relating to or regulating the collection, removal or disposal of solid waste, or shall remove or convey such solid waste in an unlawful, improper or unsanitary manner, the City Council, in addition to any other penalty provided by this Chapter, may revoke such franchise permit issued to such Contractor. If the franchise permit shall be revoked, no permit may thereafter be granted to said Contractor.

5.05.10 DEPOSITING ON PRIVATE OR PUBLIC PREMISES OR WAYS UNLAWFUL.

(A) It is unlawful for any person to:

- (1) Dump, spill, throw, place or bury in any parcel of land, lot, street, highway, gutter, or in any alley or in any water or stream or in any canal or ditch within the limits of the City any garbage, solid waste matter, hazardous waste or any deleterious or offensive substances.
- (2) Throw or deposit, or cause to be thrown or deposited, any solid waste or hazardous waste upon the private or public property or premises or into the container of another person within the City, except as may be provided for in this Chapter.
- (3) Place, deposit or accumulate, or cause to be placed, deposited or accumulated, any solid waste or hazardous waste in such a manner, or permit the same to remain on his or her premises in such condition so that the

same may be blown or carried over to public or other private property by any means whatsoever.

(4) Throw or deposit or cause to be thrown or deposited any solid waste or hazardous waste in any areas of the City not designated, authorized or licensed by the City for deposit of these materials.

(B) There is hereby created a rebuttable presumption that the disposal of solid waste or hazardous waste in violation of this Section was done by the owner of such items.

5.05.11 BURNING WASTE UNLAWFUL—EXCEPTIONS.

It is unlawful for any person, for the purpose of disposal of solid waste or hazardous waste by burning or knowingly to furnish the materials for any such fire, or to authorize any such fire to be kindled or maintained in any solid waste or hazardous waste on any street, alley, road, land or other public grounds or upon any private property, within the City, unless a written permit to do so shall first have been secured from the applicable State and/or local agency; provided, however, that solid waste and infectious waste may be burned in an incinerator duly approved by the applicable State and/or local agency.

5.05.12 COLLECTION BY OTHER THAN FRANCHISEE UNLAWFUL—EXCEPTIONS.

It is unlawful for any person, other than the City, or a Franchisee to collect or transport any solid waste; except under the following provisions:

(A) Any duly licensed and permitted septic tank or grease trap pumpers, lawn maintenance services and tree trimmers may transport those materials accumulated in or generated by the performance of licensed services to a transfer station or a disposal site operated in accordance with all applicable laws, rules and regulations.

(B) Any person may transport his or her own solid waste to a transfer station or a disposal site operated in accordance with all applicable laws, rules and regulations; provided however, that no person may hire, contract or otherwise engage another person to transport the person's own solid waste unless the hired, contracted or otherwise engaged person has a permit and franchise agreement with the City according to the terms of this Chapter.

(C) A charitable organization qualified as such under the Federal Internal Revenue Code may collect solid waste from any premises at the express request of the owner, tenant or occupant and may transport the collected solid waste upon application and receipt of a Charitable Organization Waste Collection Permit processed by the City without any associated fees.

(D) Except in case of an emergency declared by the City Manager under this Chapter.

5.05.13 EMERGENCY COLLECTION—PROVISIONS.

- (A) In the event of an interruption in the collection, transportation or disposal of solid waste by the City or its Franchisees, problems affecting the public health, safety and welfare may arise. These problems may include increases in pathogens, vectors, fire hazards, unsightly litter, odor and traffic hazards from the accumulation of solid waste. This Section is intended to provide for the emergency collection, transportation and disposal of solid waste by private citizens in order to minimize the adverse impact on the public health, safety and general welfare arising from an interruption in the collection, transportation and disposal of solid waste.
- (B) In the event of an interruption in the collection, transporting or disposal of solid waste by the City or its Franchisees, the City Manager may declare an emergency.
- (C) If the City Manager declares an emergency under Subsection (B) of this Section, the provisions of this Chapter which relate to transporting solid waste shall be suspended and the following provisions shall apply until the date specified in the declaration of emergency or in a subsequent declaration:
- (1) The City Manager may designate, establish, operate and maintain temporary emergency collection areas for solid waste;
 - (2) Any person may transport the solid waste generated or found on real property in his or her possession to a designated temporary emergency collection area;
 - (3) Until hauled to a designated temporary emergency collection area, all putrescible solid waste shall be stored indoors in plastic bags or outdoors in containers or receptacles which will not permit access by flies or animals or constitute a fire hazard; and
 - (4) All putrescible solid waste hauled to a temporary emergency collection area must be securely contained in plastic bags.

5.05.14 INTERFERENCE WITH CONTAINERS UNLAWFUL.

- (A) It is unlawful for any person other than the owner, the City or a Franchisee, or their duly appointed agents, to interfere in any manner with any container containing solid waste or hazardous waste, to remove any such container from the location where placed for collection by the owner, the City or a Franchisee.
- (B) It is unlawful for any person, other than the operator of a transfer station or his duly appointed agent, to interfere with or remove any solid waste from a transfer station.

5.05.15 TRANSPORTATION OF WASTE—REGULATIONS.

It is unlawful to use any cart or vehicle for the transportation or removal of solid waste unless such cart or vehicle is appropriately constructed, covered and/or restrained, within industry standards and in accordance with NRS Chapter 484, to prevent or

minimize odors from or leakage, sifting, spilling, drifting or blowing of such solid waste in or upon the streets through which such cart or vehicle may be driven.

5.05.16 CONTAINERS—RESPONSIBILITY TO PROVIDE—PLACEMENT

- (A) Every person owning or managing any premise or dwelling, except as otherwise provided in Subsection (E) of this Section, shall provide one or more containers sufficient for the depositing of all solid waste from the premises as provided for in this Chapter.
- (B) For single family dwellings, it is unlawful to place, keep, store or locate any solid waste or recyclables container within the right-of-way of a street, sidewalk or alley, as defined in the zoning regulations and Community Development Code of the City; provided, however, that such containers may be placed within such area, except for traffic lanes, for the purpose of the collection of solid waste and recyclables no earlier than two p.m. on the day prior to the designated collection day and no later than 6:00 a.m. on the designated collection day, and that such containers must be removed from the right-of-way no later than midnight of the collection day.
- (C) On any multiple family dwellings, commercial or industrial premises, it is unlawful to place, keep, store or locate any solid waste or recyclables container within the right-of-way of a street, sidewalk or alley. Containers shall be stored within an enclosure if an enclosure was required in connection with development approval or is otherwise required.
- (D) Places of business whose solid waste consists principally of boxes, cartons and other items of such bulk that the placing of the same in a container would be impracticable may provide for such solid waste to be piled on the premises of such place of business adjacent to a street or alley, provided such boxes or cartons shall be flattened and tied in bundles.
- (E) The Residential Franchisee shall not be required to pick up solid waste from any location that the Franchisee, subject to the City's approval, determines is not safe to access with its disposal vehicles due to space limitations restricting vehicle access or maneuverability, including maneuvers requiring the unsafe backing up of vehicles.

5.05.17 CONTAINERS—CONSTRUCTION.

- (A) At any single family dwelling that receives individual curbside collection service, each container which cannot be emptied by mechanical or hydraulic equipment shall have a capacity of no more than thirty-two (32) gallons and shall weigh no more than fifty (50) pounds, including the contents thereof.
- (B) Except for manual type drop-box containers, all solid waste containers shall be constructed watertight and shall be provided with handles and tight-fitting covers. Each such container and cover shall be made of a material approved for such

use by the City. Covers shall not be removed except when necessary to place solid waste therein. Each container and its cover shall be kept clean from accumulating grease and decomposing material.

- (C) It is unlawful for a non-single family dwelling customer to place out for collection a container which has overflowing solid waste.

5.05.18 REMOVAL BY AUTHORIZED PERSONS ONLY.

- (A) No person other than the owner, the City or a Franchisee, or their agents may:
 - (1) Remove any solid waste or recyclables from the solid waste containers or recyclables containers that are intended for collection by a Franchisee as part of its solid waste collection and curbside recyclables collection programs;
 - (2) Remove recyclables that have been tied, boxed, bundled or otherwise collected and placed for collection by a Franchisee as part of its curbside recyclables collection program; or
 - (3) Tamper with, engage in, interfere with or participate in curbside recyclables collection.

- (B) No person other than an owner or operator of a transfer station, or their authorized agents, may remove solid waste from the transfer station that have been bundled, boxed, tied or otherwise collected and placed adjacent to the drop-off center.

5.05.19 WASTE TO BE PLACED IN CONTAINER—EXCEPTIONS.

- (A) All solid waste shall be placed in a container; provided, however, that:
 - (1) Places of business may place solid waste on their premises pursuant to Section 5.05.16 (D) and
 - (2) Tree trimmings, scrap lumber and other solid waste capable of being bundled in accordance with Subsection (B) of this Section may be bundled if securely tied and placed next to a container.

- (B) Items bundled pursuant to this Section shall not exceed four feet in length nor weigh more than fifty pounds.

5.05.20 SINGLE FAMILY DWELLING COLLECTION CHARGES

The charges for collecting, transporting and disposing of solid waste from single-family dwellings and multiple family dwellings consisting of four units or less shall be determined in accordance with the terms of the Exclusive Residential Franchise Agreement.

5.05.21 SINGLE FAMILY DWELLING COLLECTION CHARGES—ONE-TIME COLLECTIONS.

The charges for special one-time collections for single family dwellings, may be billed at the time of service as on-call services in accordance with the terms of the Exclusive Residential Franchise Agreement.

5.05.22 COLLECTION CHARGES—OVERFLOW.

- (A) No single family dwelling overflow charges may be assessed unless:
- (1) Written notice of an overflow, delivered by regular U. S. mail, e-mail or facsimile (fax) or personal delivery, has been provided to the owner or manager of the premises, and a subsequent overflow occurs at the premises within ninety days after:
 - (a) Such notice has been given; or
 - (b) The last overflow charge has been assessed at the premises; and
 - (2) There is significant overflow from a container, as defined in this Chapter and as evidenced by a photograph; and
 - (3) The overflow has actually been collected by the City or its Franchisee.
- (B) No single family dwelling overflow charge may be assessed for an overflow that is caused by a prior collection being missed or being performed improperly, or by containers being repositioned by a Franchisee after collection such that a container is inaccessible to tenants of the premises, resulting in overuse of and overflow occurring in another container.
- (C) No single family dwelling overflow charge may be assessed for an overflow that is caused because the time of day of collection was more than four hours later than the time of day when the last regularly scheduled collection occurred.
- (D) Single family dwelling overflow charges assessed pursuant to this Section may be waived by the Franchisee if it is determined that the owner or manager of the premises has taken reasonable steps to avoid future overflows, including but not limited to increasing the container capacity or collection frequency, installing locks on the lids of containers or on access gates to curtail illegal dumping by third parties, or other property-management measures designed to avoid overflows.

5.05.23 COLLECTION CHARGES—DEREGULATED FOR SPECIFIED CATEGORIES.

The charges specified in Section 5.05.20 for collecting, transporting and disposing of solid waste shall not apply to non-single family dwelling waste, multiple family dwellings that are not part of the exclusive residential franchise agreement, construction or demolition waste, commercial or industrial waste, septic-tank waste, grease-trap waste, or landscaping or tree-trimming waste handled in accordance with this Chapter. A Franchisee or other licensed service provider may set its own charges for the collection, transportation and disposal of such solid waste.

5.05.24 MANDATORY SINGLE FAMILY DWELLING SERVICE—BILLINGS—PENALTIES.

- (A) To ensure the uniform, safe and sanitary treatment of solid waste in the City and to discourage the illegal handling and disposal of solid waste, it shall be mandatory for any person owning, occupying or managing any single family dwelling in the City which are located upon two (2) acres or less to subscribe to

solid waste collection service provided by the City or its authorized Franchisee and to pay the charges specified in the Exclusive Residential Franchise Agreement. No person may discontinue paying for solid waste collection service for a residence, unless such residence is not occupied for the entire billing period.

- (B) Any owner or occupant of a dwelling unit desiring to be permanently exempt from garbage service, which are not exempt by provisions of this Chapter, or claiming that garbage is not being accumulated upon the premises, must have the written approval of the City Council, which approval shall not be granted except upon the showing that garbage, as defined by this Chapter, is not being accumulated upon the premises and that no attempt is being made to haul, bury or otherwise dispose of garbage in violation of the Fernley Municipal Code. A single family dwelling may also be excluded from mandatory service upon approval of the City Council due to existing or potential difficulties in providing service to the single family dwelling customer.
- (C) For a temporary exemption from mandatory single family dwelling waste collection, the owner of the property may provide an affidavit of non-occupancy for the entire billing quarter. Such affidavit is sufficient proof to warrant a credit or refund of the quarterly rate from the Residential Franchisee to the customer.
- (D) In order to discontinue paying for solid waste collection service pursuant to Subsection (A) of this Section, a person must request discontinuation of service and provide proof that there is no occupancy of the premises. No fee may be charged to discontinue service or to reestablish service to the premises after service has been discontinued pursuant to this Subsection (B).
- (E) All charges for regular or periodic services provided by the City, or its Franchisees, pursuant to this Chapter shall be billed in advance on the first business day of the quarter and shall be due and payable within ten (10) days; provided, however, that charges for on-call service may be billed at the time of service. All charges for services under this Chapter, including the penalties for delinquent payment, shall constitute a debt and obligation of the legal owner of the premises to the City or its Franchisee, and such person shall be liable therefore in a civil action commenced by the City or its Franchisee in any court of competent jurisdiction for the recovery of such charges and penalties.
- (F) If any person fails to pay the charges authorized by the Exclusive Residential Franchise Agreement by the date they become due and payable, the Franchisee may impose a penalty.
- (G) A customer shall be entitled to a refund of any advance payment for service he or she has made upon presenting proof that occupancy did not occur at the customer's premises during the entire billing period for which the advance payment was made. All refunds from a Franchisee to a customer shall be paid

within thirty days from the date of the customer's request for reimbursement or date of Franchisee's knowledge that a refund is owed or a credit provided to the customer's account.

(H) No person shall accept and no Franchisee shall offer or give any solid waste collection, transportation and disposal without charge or shall offer or give a discount, refund or rebate of any charge authorized by the Exclusive Residential Franchise Agreement, except that this provision does not apply to any credits or refunds issued pursuant to this Chapter, charitable organizations which are exempt from federal income tax pursuant to Section 501(c) of the Internal Revenue Code and hold a permit issued by the City or as further provided by franchise agreement.

5.05.25 DELINQUENT CHARGES AND PENALTIES—LIEN.

All solid waste collection charges authorized and established by the Exclusive Residential Franchise Agreement, including any penalties assessed under Section 5.05.24, shall constitute a lien upon the real property of the premises served until such charges have been paid. Such lien shall be enforced in the manner specified in NRS 444.520.

5.05.26 SINGLE FAMILY DWELLING CHARGES—PERIODIC ADJUSTMENTS.

The single family dwelling charges established pursuant to the Exclusive Residential Franchise Agreement shall be adjusted annually based upon the percentage of change in the CPI-U as provided for in the Exclusive Residential Franchise Agreement.

5.05.27 FRANCHISE FEE.

- (A) Every Franchisee shall pay a quarterly franchise fee, in the amount specified in the franchise agreement, based on its gross cash revenues derived from the operation of a transfer station, collection of solid waste and curbside recyclables for the preceding calendar quarter. All franchise fees shall be due no later than 15 days after the end of each calendar quarter.
- (B) All charges to customers for the collection of solid waste pursuant to the Exclusive Residential Franchise Agreement shall be deemed to include the franchise fee which the Franchisee pays to the City. The Franchisee may pass such fees through to its customers only as a part of the general service charges charged to its customers, not as a separate charge that is additional to the general service charges.
- (C) If a franchise fee is received by the City after the due date, a late fee of ten percent (10%) per month of the delinquent amount will be assessed to the Franchisee.
- (D) The City shall have the right, upon reasonable advance notice, to inspect, audit, and copy all records relating to the permit. In the absence of extraordinary circumstances, five business days notice shall be considered reasonable. Such records should be made available to the City at the Contractor's regular place of

business during regular business hours, but in no event outside the City of Fernley.

- (E) All Franchisees shall keep full, true, and correct books, records, and accounts, establishing the identity and number of customers served by it, and the amount of its gross monthly revenues which said books, records, and accounts shall at all times be open to inspection by the duly authorized representatives of City during regular business hours. Further, Franchisee shall furnish to City monthly a statement of all of its gross revenues attested as being correct by a representative of Franchisee duly authorized to do so.

- (F) Audit Requirement. Franchisees shall be required to submit to certain “agreed upon procedures” performed by City staff or a qualified independent person or firm to verify gross revenues as defined in this Chapter and the associated franchise fees payable or paid to the City. The verification and review to be conducted shall be limited to an analysis of Franchisee's revenue and shall not include any analysis or review of Franchisee's expenses or costs associated with performance under the terms of this Chapter. The Franchisee shall reimburse the City for the cost of conducting the agreed upon procedures in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7500.00). The City will not require the agreed upon procedures more often than every three (3) calendar years, with the procedure generally covering a three (3) year period. Following completion of the agreed upon procedures, the Franchisee will be provided a copy of the report of the procedures performed, the results and summary of amount due to City or to be refunded to Franchisee. Franchisee shall have thirty (30) days following receipt of the report to appeal the results of the report to the City Council. Following expiration of any appeal period, either the Franchisee shall remit amounts due the City or the City shall process a refund of franchise fees, depending upon the results of the agreed upon procedures report.

- (G) City shall have the right, at any time, to audit and otherwise review any Franchisee's records with regard to Franchisee's revenue generated from activities conducted pursuant to this Chapter.

- (H) If the examination discloses that the Franchisee is charging collection and disposal rates below or above the City Council approved single family dwelling rates or the gross revenues are not reported correctly and accurately by any Franchisee, the Franchisee's solid waste permit will be subject to revocation.

5.05.28 DEPOSIT OF WASTE AT DISPOSAL SITE.

All solid waste and hazardous waste collected from the public and private places and premises in the City shall not be deposited at any place other than at a transfer station or disposal site operated in accordance with all applicable laws, rules and regulations.

5.05.29 VIOLATION—

GENERAL PENALTY. Except where other penalties are provided by law, violations of this Chapter of the City of Fernley Municipal Code hereby are declared to be misdemeanors, punishable as provided in the Nevada Revised Statutes for misdemeanor violations as said statutes may be from time to time amended.

INJUNCTIVE RELIEF. The City, in addition to the remedies and penalties above named, may seek injunctive relief against any violator of this Chapter, with or without prior notice, to prevent or correct any solid waste or hazardous waste problem.

5.05.30 ALTERNATIVE COLLECTION SCHEDULES—RECYCLING PROGRAMS.

Notwithstanding any provision in this Chapter to the contrary, the City Manager, Single Family Dwelling Waste Franchisee and specific property owners in designated control areas may agree upon alternative collection schedules for specified test periods for the purpose of testing recycling.

5.05.31 CITY'S RIGHT TO COLLECT AND DISPOSE OF WASTE.

Except as otherwise provided for in the Exclusive Residential Franchise Agreement nothing in this Chapter shall limit the right of the City to collect, transport, process or dispose of any solid waste or hazardous waste including the operation of transfer stations and recycling centers.

5.05.32 DECLARATION OF NUISANCE.

Solid waste and hazardous waste, as defined in Section 5.05.02 and for the purpose of this Chapter, are a nuisance per se.

PROPOSED on the 3rd day of December 2008.

PASSED, APPROVED and ADOPTED this 22nd day of December, 2008, by the following vote of the Council:

Ayes: 4 Nays: 0 Abstentions: 0 Absent: 1

FERNLEY CITY COUNCIL

By: Todd Cutler
Todd Cutler, Mayor

Date: 12-22-2008

Attest By: Lena Shumway
Lena Shumway, City Clerk

Date: 12-22-2008

City Of Fernley Ordinances: Title 16 - NUISANCES

• CHAPTER 1. - IN GENERAL

• Sec. 16.01.01. - Definitions.

The following words, terms and phrases, when used in this title, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Code enforcement officer means a city employee or department designated by the council to enforce the provisions of this title.

Council means the Fernley City Council.

Dangerous structure. The term "dangerous structure" is defined in the city construction code.

Junk vehicle means any car, truck, trailer, recreational vehicle, boat or other vehicle, or parts thereof, that is non-operational, unlicensed, disassembled or in disrepair.

Noxious plant growth means any accumulation of weeds or other harmful plants that create a danger to persons or animals or pose a fire hazard.

Rubbish means any litter, vegetable waste, debris, garbage, junk, non-running vehicles or trailers or parts thereof, filth or refuse of any kind.

(Prior Code, § 5.02.01)

• Sec. 16.01.02. - Dangerous structures, rubbish and noxious plant growth.

It is unlawful for any person to allow the continued existence of a dangerous structure, the accumulation of rubbish or the existence of noxious plant growth within or upon any private alley, yard or area except where the same is temporarily deposited for immediate removal. The council or its designee may order the owner of property within the city to:

- Repair, safeguard or eliminate a dangerous structure; (1)
- Clear debris, rubbish and refuse; or (2)
- (3)

Clear weeds and noxious plant growth, to protect the public health, safety and welfare of the residents of the county.

(Prior Code, § 5.02.02)

- **Sec. 16.01.03. - Parking and storage of junk vehicles.**

No junk vehicle shall be parked or stored on a lot or parcel of land unless it is contained within a building or screened from view from a public street, road or alley by a solid fence, wall or other similar structure.

(Prior Code, § 5.02.03)

- **Sec. 16.01.04. - Exemptions.**

The following items are exempt from the regulations of this title on parcels that are located within rural residential zoning.

(1)

Equipment and materials used for farming, ranching or keeping of livestock, appropriate to the size and zoning of the parcel, including fencing, lumber, compost, gates, irrigation equipment and materials, etc.

(2)

Junk vehicles in one-acre rural residential or lower-density zoning, provided that they are placed outside the front-yard setback area.

(Prior Code, § 5.02.04)

- **Sec. 16.01.05. - Notification.**

Upon receipt of a complaint alleging a violation of this title, the code enforcement officer shall determine the validity of the complaint. If the complaint is determined to be valid, the code enforcement officer shall deliver by personal service or by certified mail, return receipt requested, to the property owner or tenant, a notice of the alleged violation and the date by which the condition must be abated. The owner or tenant will be given a period of time of not less than 15 days to abate the condition. The notice must also inform the owner or tenant that they may:

(1)

Request a hearing.

(2)

If they do not prevail at the hearing, appeal to the council.

(Prior Code, § 5.02.05)

- **Sec. 16.01.06. - Hearing and appeal.**

An owner or tenant who desires a hearing to challenge the allegations of a violation must contact the code enforcement officer prior to the date indicated on the notice by which the condition is to be abated. The owner or tenant will be afforded an opportunity for a hearing before the designee of the council, and, if not satisfied with the results of the hearing, may request an appeal of the decision by contacting the city manager and requesting that the appeal be placed on the next available council agenda. The decision of the council shall be final. The date specified in the notice by which the condition is to be abated will be told during the hearing and appeal process.

(Prior Code, § 5.02.06)

- **Sec. 16.01.07. - Abatement by the city.**

(a)

The council may direct the city to abate, or cause to be abated, the condition on the property and may recover the amount expended by the city for labor and materials used to abate the condition if:

(1)

The owner or tenant has not requested a hearing within the time prescribed for abatement of the condition and has failed to abate the condition on the property.

(2)

After a hearing in which the owner or tenant did not prevail, the owner or tenant has not filed an appeal and has failed to abate the condition within the period specified.

(3)

The council has denied the appeal and the owner or tenant has failed to abate the condition within the period specified.

(b)

Upon correction of the condition, or any portion thereof, by the city, all the expenses thereof shall constitute a civil debt owing to the city, and shall be collectible in the same manner as any civil debt owing to the city.

(Prior Code, § 5.02.07)

- **Sec. 16.01.08. - Creation of a lien.**

In addition to any other reasonable means of recovering money expended by the city to abate the condition, the council may provide that the expense is a lien upon the property upon which the condition is located. The lien must be perfected as provided by subsection 4 of NRS 268.4122.

(Prior Code, § 5.02.08; Ord. No. 2002-0010)

- **CHAPTER 2. - COMPLIANCE OFFICER**

- **Sec. 16.02.01. - Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City means the City of Fernley, Nevada.

Compliance officer means the person or persons hired by the city for the purposes of enforcement of the provisions of this chapter and the adopted codes.

(Prior Code, § 10.02.01)

- **Sec. 16.02.02. - Compliance officer.**

(a)

Authority. The compliance officer is empowered to enforce all provisions of the adopted codes, including the power to issue misdemeanor citations for violations related to code enforcement matters as prescribed by law.

(b)

Compliance policy. The city council may adopt by resolution, a policy, including, but not limited to, a code compliance flow chart, indicating how the investigation, process and enforcement would occur.

(Prior Code, § 10.02.02)

- **Sec. 16.02.03. - Jurisdiction.**

The terms of this chapter shall apply to all incorporated areas within the city.

(Prior Code, § 10.02.03; Ord. No. 2014-009)

APPENDIX H: Transfer Station Tonnage 2013-2017

Transfer Station Tons from Lyon County Facilities

Silver Springs Public Waste Storage Bin: Information from Bret Hansen at WM

Silver Springs drop off location has 2 to 3 customers a day and fills (1) 30-yard box on a weekly basis. It is then taken to the Fernley transfer station and dumped without weighing.

Fernley Transfer Station: Data from Bret Hansen at WM

	2009	2010	2011	2012	2013	2014	2015	2016	2017	
MSW total:	12,457	883,385	7,257	10,324	21,279	23,214	24,690	24,331	25,354	tons
Recycle total:	436	537	69	33	53	65	101	98	117	tons

Dayton Transfer Station: Data from Jeffery Mayfield at WM

	2009	2010	2011	2012	2013	2014	2015	2016	2017	
Jan	850	787	942	939	933	1,062	1,067	980	911	
Feb	705	785	779	953	827	842	1,055	1,137	1,028	
Mar	820	969	993	905	895	934	1,082	1,203	1,202	
Apr	869	942	1,000	1,027	1,120	1,164	1,100	1,189	1,139	
May	1,067	1,122	1,201	1,299	1,332	1,191	1,192	1,289	1,632	
Jun	1,125	1,227	1,212	1,281	1,091	1,091	1,248	1,256	1,294	
Jul	1,054	1,059	1,034	1,170	1,114	1,227	1,496	1,383	1,246	
Aug	1,048	1,112	1,062	1,101	1,219	1,132	1,013	1,196	1,325	
Sep	1,123	1,032	1,030	992	1,093	1,082	1,149	1,176	1,233	
Oct	911	1,064	988	1,104	1,161	1,146	1,119	1,270	1,382	
Nov	880	1,071	1,051	1,038	844	964	1,054	1,206	1,277	
Dec	777	1,005	839	841	793	960	1,082	192	914	
TOTAL:	11,228	12,175	12,131	12,651	12,424	12,795	13,657	13,477	14,583	tons

Yerington Transfer Station: Data from D&S

	2013	2014	2015	2016	2017	
Jan	479	470	465	423	466	
Feb	383	415	645	428	425	
Mar	515	461	747	510	584	
Apr	555	536	502	502	488	
May	616	598	561	563	603	
Jun	506	535	606	494	637	
Jul	589	611	721	574	645	
Aug	599	528	539	631	686	
Sep	551	537	557	683	650	
Oct	621	583	529	624	580	
Nov	489	437	502	505	557	
Dec	422	528	487	464	469	
TOTAL:	6,325	6,240	6,862	6,401	6,790	tons

Smith Valley Transfer Station: Data from D&S

Includes portion of waste generated in Mono County, CA

	2013	2014	2015	2016	2017	
Jan	156	171	148	150	134	
Feb	170	191	109	153	145	
Mar	210	221	154	178	217	
Apr	243	202	153	195	182	
May	280	226	163	228	246	
Jun	267	314	187	240	234	
Jul	347	360	255	267	291	
Aug	325	313	244	308	329	
Sep	250	233	183	268	270	
Oct	306	227	232	201	245	
Nov	217	166	138	143	253	
Dec	185	165	129	178	225	
TOTAL:	2,956	2,790	2,094	2,509	2,772	tons

APPENDIX I: City of Yerington Code

Chapter 3 GARBAGE AND REFUSE

4-3-1: OPERATION OF INCINERATOR:

4-3-2: ILLEGAL DUMPING:

4-3-3: ACCUMULATION OF GARBAGE AND REFUSE UNLAWFUL:

4-3-4: PENALTY:

4-3-1: OPERATION OF INCINERATOR:

No person shall operate any refuse or rubbish burner, boiler, heater, furnace or enclosed fire in such manner as to endanger any building of the city, or other property, by sparks or fire. (1973 Code § 8.16.010)

4-3-2: ILLEGAL DUMPING:

A. Definition: "Garbage" includes: swill, refuse, cans, bottles, paper, vegetable matter, carcass of any dead animal, offal from any slaughter pen or butcher shop, or rubbish.

B. Violation: Every person who wilfully places, deposits or dumps, or causes to be placed, deposited or dumped, or who causes or allows to overflow, any sewage sludge, cesspool or septic tank effluent, or accumulation of human excreta or any garbage, in or upon any street, alley, public highway or road in common use, or upon any public park or other public property or upon any private property without the consent of the owner is **guilty of a misdemeanor**. Identification of the owners of any garbage, which is disposed of in violation of this section, creates a reasonable inference that the owner is the person who disposed of the garbage. The fact that the disposal of the garbage was not witnessed does not in and of itself preclude the identification of its owner. (Ord. 329, 7-9-2001)

4-3-3: ACCUMULATION OF GARBAGE AND REFUSE UNLAWFUL:

It is unlawful for any person to allow the accumulation of vegetable waste, litter, garbage, junk, old car bodies or trailers, filth or refuse of any kind or nature within or upon any private alley, yard or area except where the same is temporarily deposited for immediate removal.

A. Junk Motor Vehicles: Except as provided in this section it is unlawful to leave any unregistered or uninsured motor vehicle on public or private property which is wrecked, dismantled, partially dismantled, inoperative, abandoned or discarded. All of these vehicles are considered junk motor vehicles.

B. Exceptions: The provisions of subsection A of this section do not apply to:

1. Business premises used as a licensed dealer, manufacturer, distributor, auto wrecking shop and dismantler or rebuilder of motor vehicles.
2. Business premises used as a licensed repair shop for motor vehicles.
3. Junk motor vehicles placed in a completely enclosed building, behind an obscure six foot (6') fence or not visible from any public roadway or adjoining property.

C. Removal And Disposition Of Junk Motor Vehicle: Every person who abandons a junk motor vehicle and the owner of the private property on which it is located are jointly responsible for the cost of removal and disposition of such motor vehicle. It shall be presumed that the last registered owner is the person who abandoned such vehicle.

D. Abandoned Or Discarded Vehicle: A junk motor vehicle remaining on public property for more than seventy two (72) hours or on private property for more than thirty (30) days is presumed to have been abandoned or discarded by the owner of such vehicle with the permission of the occupant and/or owner of such private property.

E. Violation: Any person who violates the provisions of this section and refuses to remove such garbage, refuse or junk motor vehicle is guilty of a misdemeanor. (Ord. 06-07, 12-11-2006)

4-3-4: PENALTY:  

Any person who willfully and knowingly violates any provision of this chapter is guilty of a misdemeanor and shall be punished as provided in section [1-4-1](#) of this code. (Ord. 02-05, 8-26-2002)

APPENDIX J: Special Waste Disposal Fees



Fernley Transfer Station

1100 Highway 95A, S Fernley, NV 89408
Phone: (775) 575-4964 / Website: www.wm.com

Hours of Operation Open Tuesday through Friday from 8:00am to 4:30pm. CLOSED for Lunch 12pm to 12:30pm
Method of Payment Cash, Master Card, Visa, Business or Personal Checks (No 3rd Party Checks)
Additional Information There is a Minimum Charge of \$14.88 per Load (including WM Fuel, Environmental, Regulatory Cost Recovery, and Waste Water Mgmt) Liquid or Hazardous Waste is Not Accepted Hazardous Materials: Nevada Division of Environmental Materials (800) 597-5865

Pricing Effective August 15, 2016

Prices are Subject to Change Without Notice

Item		
Trash/MSW: Loose/Not Compacted	\$12.31	Per Cubic Yard
Trash/MSW: Compacted	\$19.25	Per Cubic Yard
Burn Barrels	\$19.31	Per Cubic Yard
Yardwaste	\$12.31	Per Cubic Yard
Specialty Items		
Construction and Demolition	\$20.60	Per cubic yard
Vehicle Batteries	\$7.90	Each
Passenger Car/Pickup Truck Tires: Up to 20"	\$13.71	Each
Passenger Car/Pickup Truck Tires: Over 20"	\$16.56	Each
Heavy Equipment Tires (large tires subject to specific pricing)	\$48.34	Each
Stuffed (cushioned) Furniture	\$23.85	Each
Mattresses or Box Springs	\$24.20	Each
Appliances without Freon (Washers, Dryers, Heaters, etc.)	\$34.47	Each
Appliances with Freon (Refrigerators, Air Conditioners, Water Coolers, etc.)	\$69.42	Each
Anti Freeze	\$1.15	per Gallon
Waste Oil	\$1.00	per Gallon
Cardboard	No Charge	
Mixed Recyclables	\$3.25	per Yard

Waste Management Fuel, Environmental, Regulatory Cost Recovery, and Waste Water Management charges are added on all loads. Fuel Surcharge is variable and is updated weekly. Environmental Charge is \$8 for small loads and \$16 for large loads. Regulatory Cost Recovery Fee is 3.6%, Waste Water Management is 4.75%. Please go to www.WM.com for more information.