

**THIRD AMENDMENT TO THE THIRD AMENDED AND RESTATED AGREEMENT  
BETWEEN THE CITY OF LIVERMORE AND LIVERMORE SANITATION, INC. FOR  
SOLID WASTE, RECYCLABLE MATERIALS, AND COMPOSTABLE MATERIALS  
SERVICES**

THIS THIRD AMENDMENT is made and entered into this 5<sup>th</sup> day of August, 2025, by and between the City of Livermore (“City”), a municipal corporation, and Livermore Sanitation, Inc. (“Contractor”), a California corporation.

**RECITALS**

On April 28, 2020, City and Contractor entered into that certain *Third Amended and Restated Agreement Between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials, and Compostable Materials Services*, dated April 27, 2020 (“Original Agreement”). Section 13.5 of the Original Agreement requires that any modifications to it must be in writing and signed by the parties.

On May 10, 2022, City and Contractor executed a First Amendment to the Original Agreement. On December 12, 2022, City, Contractor, and Waste Connections US, Inc. executed a Second Amendment to the Original Agreement. Among other provisions, the Second Amendment documented the terms and conditions upon which City relied in consenting to the change in majority control of Contractor from its then-current owners to Waste Connections US, Inc.

On September 10, 2024, City administratively approved a request for Contractor to use WM-Altamont Landfill & Resource Recovery as an alternative Composting Site, pursuant to Section 5.13.3 of the Original Agreement. The letter documenting that administrative approval is attached hereto as Exhibit “A.”

City and Contractor desire to amend the Original Agreement to: (1) add an Approved Composting Site; (2) add Dan Schooler as an authorized signatory of Contractor by adding Exhibit K-1 to the Agreement; and (3) clarify that a mattress and its associated box spring(s) is a single item of furniture eligible for On-Call Single-Family Clean-Up Service pursuant to Section 5.2.2 of the Original Agreement. This is the third amendment to the Original Agreement.

**AGREEMENT**

**NOW, THEREFORE**, City and Contractor hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. The Original Agreement is amended as follows:

A. Section 1.13 of the Original Agreement is amended to read as follows:

“Approved Composting Sites” means (1) the Blossom Valley Organics North

Composting Site operated by Grover Landscape Services, Inc. at 3909 Gaffery Road in Vernalis, California and (2) the WM-Altamont Landfill & Resource Recovery site operated by Waste Management of Alameda County, Inc. at 10840 Altamont Pass Road, Livermore, California. The Approved Composting Sites were selected by Contractor and approved by the City Contract Manager.

B. Section 2.2 of the Original Agreement is amended to read as follows:

Contractor has the authority to enter into and perform its obligations under this Agreement. The Board of Directors of Contractor (or the shareholders, if necessary) has taken all actions required by law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement and any amendments thereto. The Person signing this Agreement, and any amendments thereto, on behalf of Contractor has authority to do so, and the Corporate Secretary's Certificate in Exhibit K and K-1 confirms this. This Agreement, and any duly executed amendments thereto, constitutes the legal, valid, and binding obligation of the Contractor.

C. The following is added to Section 5.2.2(A)(3)(d) of the Original Agreement:

A mattress and its associated box spring(s) are considered one (1) item of furniture.

D. The following is added to Section 5.13.3(B) of the Original Agreement following the language "[b]elow is information about the Approved Composting Site selected by the Contractor":

Facility Name:	WM-Altamont Landfill & Resource Recovery
Owner:	Waste Management of Alameda County, Inc.
Operator:	Waste Management of Alameda County, Inc.
Address:	10840 Altamont Pass Road, Livermore, California 94551

Contact Person and Telephone Number:	Blaine Harrison, District Manager II, 562.505.5779
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E. All references in the Original Agreement to "Approved Composting Site" are replaced with "Approved Composting Sites." Any associated words, including, without limitation, "site" and "operator," are made plural, as appropriate. Grammatical changes, such as replacing "is" with "are," are made, as appropriate.

2. Except as otherwise indicated in this amendment, any capitalized terms shall have the definition ascribed to them in the Original Agreement.

3. Unless otherwise stated herein, this amendment does not relieve the parties of the

terms and conditions of the Original Agreement as written and in effect at the time the services provided for in the Original Agreement were rendered.

4. Except as amended above, the Original Agreement, as amended, remains in full force and effect.

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement effective on the date first written above.

**CONTRACTOR:**

**Dated:**

Signed by:  
*Dan Schooler*  
\_\_\_\_\_  
CB379DE8B8C434...  
Dan Schooler  
RVP Western Region

6/10/2025 | 11:58 AM PDT  
\_\_\_\_\_

**CITY OF LIVERMORE:**

**Dated:**

Signed by:  
*Marianna A. Burch*  
\_\_\_\_\_  
0529DE8D8B4447...  
Marianna A. Burch  
City Manager

8/5/2025 | 7:50 PM PDT  
\_\_\_\_\_

**APPROVED AS TO FORM:**

Signed by:  
*Jason Alcala*  
\_\_\_\_\_  
1674AE92D8C94A0...  
Deputy/Assistant/Senior Assistant/City Attorney

**APPROVED AS TO INSURANCE:**

DocuSigned by:  
*Jas Sidhu*  
\_\_\_\_\_  
ABF7D34BB6A748A...  
Risk Manager/Analyst

**Attachments:**

- Exhibit A – Administrative Approval of Alternative Composting Site
- Exhibit K-1 – Written Consent of the Sole Director of Livermore Sanitation, Inc.



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Livermore CA. 94550  
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♻️ [www.livermoresanitation.com](http://www.livermoresanitation.com)

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10/3/2024

Judy Erlandson  
Interim Public Works Director  
Public Works Department  
City of Livermore  
[jerlandson@livermoreca.gov](mailto:jerlandson@livermoreca.gov)

Dear Judy,

Upon reviewing Section 5.13.3 of the Franchise Agreement, which pertains to Compostable Materials Processing, it appears that the City Contract Manager may approve the temporary use of an alternative site if the approved composting site is unavailable due to emergency or unforeseen closure. Specifically, sub-section B states:

- If Contractor is unable to use the Approved Composting Site due to an emergency or sudden unforeseen closure of the Approved Composting Site, Contractor may use an alternative Processing Site provided that the Contractor provides verbal and written notice to the City Contract Manager and receives written approval from the City Contract Manager at least twenty-four (24) hours prior to the use of said alternative Processing Site. The Contractor's written notice shall include a description of the reasons the Approved Composting Site is not feasible and the period of time Contractor proposes to use the alternative Composting Site. Contractor shall not be compensated for any increased Transportation and Processing costs associated with the use of Composting Site(s) different from the Approved Composting Site, with the exception that if the inability to use the Approved Composting Site occurs due to one or more conditions defined in Section 8.4.A as an eligible item for special rate review such as a Change in Law, flood, earthquake, other acts of nature, war, civil insurrection, riots, acts of any government agency (including judicial action), or other similar catastrophic events that are beyond the control of and not the fault of the Contractor. In such case, the special rate review process may be initiated to assess the need to use an alternative Composting Site and/or cost impacts.

After my initial verbal notification on August 26, 2024, I am writing to formally request the use of WM-Altamont Landfill & Resource Recovery, located at 10840 Altamont Pass Rd, Livermore, CA, as an alternative composting site under our franchise agreement. Note, this is a request to approve an alternative composting site, not a change in the approved composting site.

Due to recent issues, Blossom Valley Organics North Composting Site is currently unable and unwilling to accept and process organic material from the City of Livermore due to concerns regarding contamination. As a result, Blossom Valley Organics has and continues

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to consistently reject organic material from the City of Livermore. Both Livermore Sanitation and the City of Livermore consider this situation to constitute an emergency, as it prevents Livermore from properly diverting its organic waste and compels the city to resort to landfill disposal. Furthermore, contamination-related fees have imposed a significant financial burden on Livermore Sanitation.

In contrast, Altamont Landfill, located just 6.1 miles from Livermore Sanitation Inc., provides a more convenient and efficient solution for managing organic material. With its advanced sorting equipment, Altamont is well-positioned and willing to effectively sort and divert Livermore's organics thanks to its investment in technology and research. Please note that this request does not rule out the possibility of using Blossom Valley for Livermore's organic material if necessary. Livermore Sanitation intends to utilize Altamont Landfill for a minimum of three (3) years or until it obtains approval as a permanent approved organic processing facility.

Additionally, while we do not anticipate any changes to current or future rates, any issues that arise will prompt a meeting between Livermore Sanitation and the City of Livermore to discuss and address the situation. Any necessary modifications, following discussion, shall be addressed in accordance with the relevant provisions of the franchise agreement.

Thank you for considering this request. I look forward to your favorable response.

Sincerely,

Ronald J. Mittelstaedt



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I, the undersigned, acknowledge that I have received Livermore's Sanitation formal written request to use WM-Altamont Landfill as an alternative Composting Site.

I confirm that I have reviewed the contents and understand the information provided, and that I approve the use of WM-Altamont Landfill as an alternative Composting Site pursuant to and under the terms of the Franchise Agreement between Livermore Sanitation and the City of Livermore, dated April 28, 2020, as amended.

**Recipient's Name:** Joe Prime

**Signature:** *Joe Prime*

**Date:** September 10, 2024

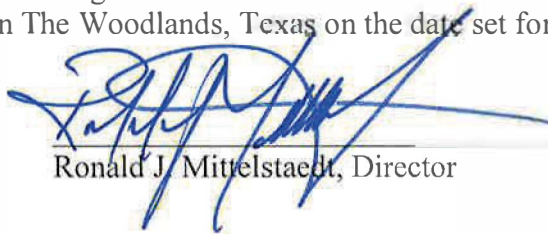
**WRITTEN CONSENT  
OF THE SOLE DIRECTOR OF  
LIVERMORE SANITATION, INC.**

The undersigned, being the sole director of Livermore Sanitation, Inc., a California corporation (the "Company"), hereby consents to the following actions and adopts the following resolution pursuant to the Bylaws of the Company:

BE IT RESOLVED that Dan Schooler, Regional Vice President of the Company, be, and he hereby is, authorized to sign, submit, and execute by and on behalf of the Company any and all agreements, instruments, documents or papers, as he may deem reasonably appropriate or necessary, pertaining to the *Third Amendment to the Third Amended and Restated Agreement between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials, and Compostable Materials Services*, and that any such action taken to date involving the above is hereby ratified and approved

IN WITNESS WHEREOF, the undersigned sole director of Livermore Sanitation, Inc. has duly executed this Written Consent in The Woodlands, Texas on the date set forth below.

May 29, 2025



Ronald J. Mittelstaedt, Director