

ELEVENTH ADDENDUM TO CONTRACT FOR SERVICES BY INDEPENDENT CONTRACTOR

THIS ^{Eleventh} ~~TENTH~~ ADDENDUM is to that Contract for Services entered into on June 25, 2002 and as amended on June 20, 2006, July 1, 2011, January 1, 2012, November 15, 2012, December 3, 2013, December 5, 2014, March 4, 2016, October 11, 2016 July 10, 2018 and April 7, 2021 by and between the County of Siskiyou ("County") and Dry Creek Landfill, Inc. ("Contractor") and is entered into this 1st day of July, 2023.

WHEREAS, the parties desire to extend service to all County operated Transfer Stations Contract;

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 1 of the Contract for Services shall be amended to extend the services to all County operated Transfer Station if needed (Tulelake, Yreka and Mt. Shasta) of the contract through June 30, 2024.

All other terms and conditions of the Contract shall remain in full force and effect.

Signature Page to follow

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

Date: 6/26/2023

Date: 6/26/2023

DocuSigned by: CONTRACTOR: Dry Creek Landfill, Inc.

Garry Penning
23DF52066AC44B0...

Garry Penning, Director of Governmental Affairs

DocuSigned by:

Jenifer Stuber
027A00200C4064DE...

Jenifer Stuber, District Manager

License No.: DEQ-190
TAXPAYER I.D. 93-1010981

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

(Licensed in accordance with an act providing for the registration of contractors)

DocuSigned by: COUNTY OF SISKIYOU

Angela Davis 6/28/2023
F2688EA8068C43D...

Angela Davis, County Administrator (Date)

DocuSigned by: APPROVED AS TO LEGAL FORM:

Dana Barton 6/26/2023
8D75D7D4E9C1484...

Natalie E. Reed, County Counsel (Date)

APPROVED AS TO ACCOUNTING FORM:

Fund 5350	Organization 404010	Account 728210	Tulelake	Rate:0.01
5350	404010	728220	Black Butte	
5350	404010	728230	Oberlin Road	

DocuSigned by: Encumbrance number (if applicable): N/A

Diane L. Olson 6/27/2023
0ED64D72060C410...

Diane Olson, Auditor-Controller (Date)

DocuSigned by: APPROVED AS TO INSURANCE REQUIREMENTS:

Melissa Cummins 6/27/2023
C12D3E73E82D4F2...

Melissa Cummins, Risk Management (Date)

VN#	@00009867			
CT#	E2300292			
ACCT:	5350	-	404010	- 728210
CT AMT:		\	\$ 0.01	
	Annual		Total	

**TENTH ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS TENTH ADDENDUM is to that Contract for Services entered into on June 25, 2002 and as amended on June 20, 2006, July 1, 2011, January 1, 2012, November 15, 2012, December 3, 2013, December 5, 2014, March 4, 2016, October 11, 2016 and July 10, 2018 by and between the County of Siskiyou ("County") and Dry Creek Landfill, Inc. ("Contractor") and is entered into this ____ day of _____, 2021. ^{4/7/2021}

WHEREAS, the Contract expired on June 30, 2021 and services continued to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract;

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 3 of the Contract for Services shall be amended to extend the term of the contract through June 30, 2024.

All other terms and conditions of the Contract shall remain in full force and effect.
Signature Page to follow.

IN WITNESS WHEREOF, County and Contractor have executed this tenth addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: 4/7/2021

DocuSigned by:
Ray A. Haupt
RAY A. HAUPT, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

DocuSigned by:
By: Wendy Wittingham 4/7/2021
Deputy

Date: 3/8/2021

CONTRACTOR: Dry Creek Landfill, Inc.

DocuSigned by:
Stephen Gambee
Stephen Gambee, CEO

Date: 3/9/2021

DocuSigned by:
Charles Fromm
Charles Fromm, Secretary

License No.: **DEQ-190**

(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 93-1010981

ACCOUNTING:

Fund 5350 Organization 404010 Account 728210 Rate:.01

Activity Code (if applicable)

Encumbrance number (if applicable):

If not to exceed, include amount not to exceed:

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.



drycreeklandfill.com



November 20, 2020

Mr. Ethan Garrett
Siskiyou County Department of Public Works
P.O. Box 1127
Yreka, CA 96097

Dear Ethan:

As per the Solid Waste Disposal Agreement for Landfill Disposal Services between Siskiyou County and Dry Creek Landfill, Inc., the agreement provides that the rates charged shall be adjusted each year by 85% of the yearly change in the Consumer Price Index. These documents refer, and instruct us, to utilize the Consumer Price Index listed in the Agreements.

As reported by the U.S. Bureau of Labor Statistics, the CPI-U (All Urban Consumers – U.S. City Average, 1982-84 = 100) for October 2019 was 257.35 and for October 2020 was 260.39. This equates to an increase of 1.2%, 85% of which equates to 1.02%.

The new tip fee of \$39.81 per ton will be effective January 1, 2021. The new rate of \$39.81 when all discounts are applied will be \$32.44. Please call if you have any questions concerning this matter.

Sincerely,
DRY CREEK LANDFILL, INC.

Brenda B. Olfson
Director, Operations Services

Nikki Thomas

From: Brenda Olsson <bolsson@roguedisposal.com>
Sent: Wednesday, August 10, 2022 3:38 PM
To: Nicole Kreider
Cc: Katie Sellers
Subject: Dry Creek Landfill CPI Rate Letter
Attachments: 2022Jan Siskiyou County DCL Rate Letter.pdf

Hi Nicole!

Katie forwarded me your request.

Please see the attached. This was mailed on November 29, 2021, to Jason Ledbetter. Please let me know if we need to update the addressee.

Additionally, the rate calculation is \$34.155, I apologize the rate letter reads \$34.15; the actual rate is \$34.16 per ton.

Please let me know if you have any questions.

Thank you!

Brenda B. Olsson

Director, Operations Services

OFFICE | 541.494.5409

MAIN LINE | 541.779.4161

What can you do on our new [interactive website](#) or free downloadable mobile app?

Use the waste disposal guide. Get your collection schedule.

Sign up for service alerts and more.



We do that!

From: Nicole Kreider <nkreider@co.siskiyou.ca.us>

Sent: Monday, August 8, 2022 4:41 PM

To: Katie Sellers <ksellers@roguedisposal.com>; General Services <generalservices@co.siskiyou.ca.us>; Rachelle A. York <rayork@co.siskiyou.ca.us>

Subject: RE: DRY CREEK LANDFILL INC

Katie,

Did you send a letter out January 2022 with the CPI costs? I don't recall seeing it and I can't find it anywhere electronically.

Thanks!

Nicole Kreider
Staff Service Analyst II
Siskiyou County General Services Department
Sanitation Division
190 Greenhorn Rd
Yreka CA 96097

Main Line 530-842-8250 PW Main line then choose option 1
Desk 530-842-8268
Fax 530-841-2800

**CONSUMER PRICE INDEXES PACIFIC CITIES AND U. S. CITY AVERAGE
OCTOBER 2020**

(All items indexes. 1982-84=100 unless otherwise noted. Not seasonally adjusted.)

MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
				Year ending		1 Month ending				Year ending		1 Month ending
	Oct 2019	Sep 2020	Oct 2020	Sep 2020	Oct 2020	Oct 2020	Oct 2019	Sep 2020	Oct 2020	Sep 2020	Oct 2020	Oct 2020
U. S. City Average.....	257.346	260.280	260.388	1.4	1.2	0.0	250.894	254.004	254.076	1.5	1.3	0.0
West.....	273.524	276.422	276.876	1.6	1.2	0.2	265.185	268.261	268.679	1.9	1.3	0.2
West – Size Class A ¹	282.713	284.925	285.347	1.3	0.9	0.1	273.177	275.247	275.743	1.6	0.9	0.2
West – Size Class B/C ²	158.635	160.846	161.141	2.0	1.6	0.2	158.185	160.629	160.841	2.1	1.7	0.1
Mountain ³	106.417	107.735	107.754	1.8	1.3	0.0	106.569	107.989	108.135	2.0	1.5	0.1
Pacific ³	106.238	107.292	107.525	1.5	1.2	0.2	106.439	107.584	107.759	1.8	1.2	0.2
Los Angeles-Long Beach-Anaheim, CA.....	278.075	279.366	279.947	1.2	0.7	0.2	269.314	270.257	270.864	1.4	0.6	0.2
BI-MONTHLY DATA (Published for odd months)	Indexes			Percent Change			Indexes			Percent Change		
				Year ending		2 Months ending				Year ending		2 Months ending
	Sep 2019	Jul 2020	Sep 2020	Jul 2020	Sep 2020	Sep 2020	Sep 2019	Jul 2020	Sep 2020	Jul 2020	Sep 2020	Sep 2020
Riverside-San Bernardino-Ontario, CA ³	106.412	107.640	108.201	1.7	1.7	0.5	106.473	108.055	108.684	2.1	2.1	0.6
San Diego-Carlsbad, CA.....	301.033	305.611	304.443	2.1	1.1	-0.4	284.107	288.956	287.515	2.7	1.2	-0.5
Urban Hawaii.....	282.106	285.725	287.529	1.3	1.9	0.6	278.876	282.809	284.455	1.7	2.0	0.6
BI-MONTHLY DATA (Published for even months)	Indexes			Percent Change			Indexes			Percent Change		
				Year ending		2 Months ending				Year ending		2 Months ending
	Oct 2019	Aug 2020	Oct 2020	Aug 2020	Oct 2020	Oct 2020	Oct 2019	Aug 2020	Oct 2020	Aug 2020	Oct 2020	Oct 2020
Phoenix-Mesa-Scottsdale, AZ ⁴	145.833	146.395	146.830	1.8	0.7	0.3	144.494	145.147	145.893	2.2	1.0	0.5
San Francisco-Oakland-Hayward, CA.....	298.443	300.182	301.736	1.6	1.1	0.5	291.707	293.062	294.442	1.6	0.9	0.5
Seattle-Tacoma-Bellevue, WA.....	278.682	284.905	284.505	1.6	2.1	-0.1	274.358	281.131	280.152	2.4	2.1	-0.3
Urban Alaska.....	227.552	226.984	228.343	-1.5	0.3	0.6	225.143	226.874	228.317	0.1	1.4	0.6

1 Population over 2,500,000 2 Population 2,500,000 and under, Dec 1996 = 100 3 Dec 2017=100 4 Dec 2001=100

NOTE: In January 2018, BLS introduced a new geographic area sample for the Consumer Price Index (CPI): www.bls.gov/regions/west/factsheet/2018cpirevisionwest.pdf

1967=100 base year indexes and tables with semiannual and annual average data are available at: www.bls.gov/regions/west/factsheet/consumer-price-index-data-tables.htm

Release date November 12, 2020. The next release date is scheduled for December 10, 2020. For questions, please contact us at BLInfoSF@bls.gov or (415) 625-2270.

VN# @9867
CT# E2100239
ACCT 5350-404010-728210
CT AMT RATE



drycreeklandfill.com

November 20, 2019

Mr. Ethan Garrett
Siskiyou County Department of Public Works
P.O. Box 1127
Yreka, CA 96097

Dear Ethan:

As per the Solid Waste Disposal Agreement for Landfill Disposal Services between Siskiyou County and Dry Creek Landfill, Inc., the agreement provides that the rates charged shall be adjusted each year by 85% of the yearly change in the Consumer Price Index. These documents refer, and instruct us, to utilize the Consumer Price Index listed in the Agreements.

As reported by the U.S. Bureau of Labor Statistics, the CPI-U (All Urban Consumers – U.S. City Average, 1982-84 = 100) for October 2018 was 252.89 and for October 2019 was 257.35. This equates to an increase of 1.8%, 85% of which equates to 1.53%.

The new tip fee of \$39.40 per ton will be effective January 1, 2020. The new rate of \$39.40 when all discounts are applied will be \$32.11. Please call if you have any questions concerning this matter.

Sincerely,
DRY CREEK LANDFILL, INC.

Brenda B. Olfson
I/S & Finance Operations Manager

CONSUMER PRICE INDEXES PACIFIC CITIES AND U. S. CITY AVERAGE OCTOBER 2019

(All items indexes. 1982-84=100 unless otherwise noted. Not seasonally adjusted.)

	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
	Oct 2018	Sep 2019	Oct 2019	Year ending 2019	Oct 2019	1 Month ending 2019	Oct 2018	Sep 2019	Oct 2019	Year ending 2019	Oct 2019	1 Month ending 2019
U. S. City Average.....	252,885	256,759	257,346	1.7	1.8	0.2	247,038	250,251	250,894	1.5	1.6	0.3
West.....	266,195	272,102	273,524	2.6	2.8	0.5	258,149	263,328	265,185	2.5	2.7	0.7
West - Size Class A ¹	274,630	281,350	282,713	2.9	2.9	0.5	264,795	270,931	273,177	2.9	3.2	0.8
West - Size Class B/C ²	154,729	157,738	158,635	2.3	2.5	0.6	154,611	157,260	158,185	2.1	2.3	0.6
Mountain ³	103,126	105,822	106,417	2.9	3.2	0.6	103,624	105,885	106,569	2.5	2.8	0.6
Pacific ³	103,553	105,701	106,238	2.5	2.6	0.5	103,662	105,669	106,439	2.5	2.7	0.7
Los Angeles-Long Beach-Anaheim, CA.....	269,482	276,054	278,075	3.0	3.2	0.7	259,899	266,517	269,314	3.2	3.6	1.0
	Indexes			Percent Change			Indexes			Percent Change		
	Year ending			2 Months ending			Year ending			2 Months ending		
	Sep 2018	Jul 2019	Sep 2019	Jul 2019	Sep 2019	Sep 2019	Sep 2018	Jul 2019	Sep 2019	Jul 2019	Sep 2019	Sep 2019
Riverside-San Bernardino-Ontario, CA ³	103,241	105,816	106,412	2.6	3.1	0.6	103,109	105,815	106,473	2.6	3.3	0.6
San Diego-Carlsbad, CA.....	295,883	299,333	301,033	1.4	1.7	0.6	280,827	281,391	284,107	0.8	1.2	1.0
Urban Hawaii.....	279,113	281,928	282,106	1.6	1.1	0.1	275,861	278,099	278,876	1.6	1.1	0.3
	Indexes			Percent Change			Indexes			Percent Change		
	Year ending			2 Months ending			Year ending			2 Months ending		
	Oct 2018	Aug 2019	Oct 2019	Aug 2019	Oct 2019	Oct 2019	Oct 2018	Aug 2019	Oct 2019	Aug 2019	Oct 2019	Oct 2019
Phoenix-Mesa-Scottsdale, AZ ⁴	140,517	143,760	145,833	3.0	3.8	1.4	139,062	142,070	144,494	2.8	3.9	1.7
San Francisco-Oakland-Hayward, CA.....	289,673	295,490	298,443	2.7	3.0	1.0	283,183	288,514	291,707	2.5	3.0	1.1
Seattle-Tacoma-Bellevue, WA.....	272,805	280,286	278,682	3.2	2.2	-0.6	269,719	274,520	274,358	2.5	1.7	-0.1
Urban Alaska.....	228,170	230,406	227,552	0.7	-0.3	-1.2	225,686	226,667	225,143	0.9	-0.2	-0.7

¹ Population over 2,500,000 ² Population 2,500,000 and under, Dec 1996 = 100 ³ Dec 2017=100 ⁴ Dec 2001=100

NOTE: In January 2018, BLS introduced a new geographic area sample for the Consumer Price Index (CPI): www.bls.gov/regions/west/factsheet/2018cpirevisionwest.pdf

1967=100 base year indexes and historical tables including semiannual and annual average data are available at: www.bls.gov/regions/west/data/cpi_tables.pdf

Release date November 13, 2019. The next release date is scheduled for December 11, 2019. For questions, please contact us at BLStinfoSF@bls.gov or (415) 625-2270.

**NINTH ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**
(Disposal to Dry Creek Landfill, Inc. Contract #03032016)

THIS NINTH ADDENDUM is to that Contract entered into on the 25th Day of June 2002, by and between the County of Siskiyou (County) and Dry Creek Landfill, Inc. (Contractor).

WHEREAS, the Contract expires on June 30th, 2018 and services continued to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract; and
NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 3 of the Contract for Services shall be amended to extend the term of the contract through June 30th, 2021.

All other terms and conditions of the Contract shall remain in full force and effect.

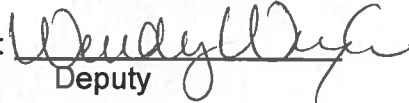
IN WITNESS WHEREOF, County and Contractor have executed this addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: 7-10-18


RAY A. HAUPT, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
COLLEEN SETZER
Clerk, Board of Supervisors

By: 
Deputy

CONTRACTOR: Dry Creek Landfill, Inc.

Date: _____


Stephen Gambee, CEO

VN# @ 9867
CT# E1900140 CC LOG# _____
ACCT 5350-40400-728210
CT AMT .01 / .01
ANNUAL TOTAL

Date: 6-18-18


Marianne Fowler, Treasurer

License No.: **DEQ-190**

(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. **93-1010981**

ACCOUNTING:

Fund **5350** Organization **404010** Account **728210** Rate **.01**



roguedisposal.com

May 28, 2019

Mr. Ethan Garrett
Siskiyou County Department of Public Works
PO Box 1127
Yreka, CA 96097

Dear Ethan,

Dry Creek Landfill, Inc. would like to notify our direct haul customers of an impending rate increase at the landfill. This increase is directly attributable to the passage of Senate Bill 245 in the 2015 Oregon legislative session, which increases the portion of landfill fees dedicated to funding the Oregon Department of Environmental Quality's (DEQ) Solid Waste programs. You may recall an earlier increase, effective July 1, 2016 under the same legislation. The current increase amount of \$0.07 per ton will take effect July 1, 2019.

The staff of Dry Creek Landfill, Inc. wishes to thank you for your continued cooperation in our effort to serve the community's solid waste needs in a cost-effective manner.

Sincerely,

A handwritten signature in blue ink that reads "Jenifer Stuber". The signature is written in a cursive, flowing style.

Jenifer Stuber, PE

*General Manager
Dry Creek Landfill*

OFFICE | 541.494.5455
MOBILE | 541.841.2087



drycreeklandfill.com

November 20, 2018

Mr. Ethan Garrett
Siskiyou County Department of Public Works
P.O. Box 1127
Yreka, CA 96097

Dear Ethan:

As per the Solid Waste Disposal Agreement for Landfill Disposal Services between Siskiyou County and Dry Creek Landfill, Inc., the agreement provides that the rates charged shall be adjusted each year by 85% of the yearly change in the Consumer Price Index. These documents refer, and instruct us, to utilize the Consumer Price Index listed in the Agreements.

As reported by the U.S. Bureau of Labor Statistics, the CPI-U (All Urban Consumers – U.S. City Average, 1982-84 = 100) for October 2017 was 246.66 and for October 2018 was 252.89. This equates to an increase of 2.5%, 85% of which equates to 2.13%.

The new tip fee of \$38.74 per ton will be effective January 1, 2019. The new rate of \$38.74 when all discounts are applied will be \$31.57. Please call if you have any questions concerning this matter.

Sincerely,
DRY CREEK LANDFILL, INC.

Brenda B. Olfson
I/S & Finance Operations Manager

CONSUMER PRICE INDEXES PACIFIC CITIES AND U. S. CITY AVERAGE

October 2018

ALL ITEMS INDEXES

(1982-84=100 unless otherwise noted)

MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
				Year ending	1 Month ending					Year ending	1 Month ending	
	Oct 2017	Sep 2018	Oct 2018	Sep 2018	Oct 2018	Oct 2018	Oct 2017	Sep 2018	Oct 2018	Sep 2018	Oct 2018	Oct 2018
U. S. City Average.....	246.663	252.439	252.885	2.3	2.5	0.2	240.573	246.565	247.038	2.3	2.7	0.2
(1967=100).....	738.893	756.194	757.532	-	-	-	716.594	734.441	735.850	-	-	-
Los Angeles-Long Beach-Anaheim.....	258.883	268.032	269.482	3.9	4.1	0.5	249.234	258.246	259.899	3.9	4.3	0.6
(1967=100).....	764.857	791.885	796.171	-	-	-	736.564	763.196	768.080	-	-	-
West	257.223	265.105	266.195	3.4	3.5	0.4	248.883	256.950	258.149	3.5	3.7	0.5
(Dec. 1977 = 100)	415.786	428.528	430.289	-	-	-	400.439	413.418	415.348	-	-	-
West - A*.....	264.552	273.414	274.630	3.7	3.8	0.4	254.073	263.373	264.795	3.9	4.2	0.5
(Dec. 1977 = 100)	431.389	445.840	447.822	-	-	-	411.295	426.349	428.651	-	-	-
West - B/C**(Dec. 1996=100).....	150.336	154.158	154.729	2.8	2.9	0.4	150.115	153.998	154.611	2.8	3.0	0.4

BI-MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
				Year ending	2 Months ending					Year ending	2 Months ending	
	Oct 2017	Aug 2018	Oct 2018	Aug 2018	Oct 2018	Oct 2018	Oct 2017	Aug 2018	Oct 2018	Aug 2018	Oct 2018	Oct 2018
San Francisco-Oakland-Hayward.....	277.570	287.664	289.673	4.3	4.4	0.7	271.272	281.536	283.183	4.3	4.4	0.6
(1967=100).....	853.328	884.358	890.535	-	-	-	826.046	857.300	862.317	-	-	-
Seattle-Tacoma-Bellevue.....	264.653	271.625	272.805	3.1	3.1	0.4	261.218	267.757	269.719	3.2	3.3	0.7
(1967=100).....	806.766	828.019	831.614	-	-	-	774.772	794.166	799.985	-	-	-

* A = greater than 2,500,000 population

** B/C = 2,500,000 population or less

Dash (-) = Not Available.

Release date Nov. 14, 2018. The next monthly releases are scheduled for Dec. 12, 2018. The next bi-monthly releases are scheduled for Jan. 11, 2019.

Due to the 2018 geographic revision, Anchorage, Honolulu, Phoenix, and San Diego area index numbers are now published bi-monthly. Semi-annual averages can be accessed online at www.bls.gov/cpi/data.htm. The Portland CPI has been discontinued. Additional information on the geographic revision is available at www.bls.gov/regions/west/factsheet/2018cpigeorevision.htm. For questions, please contact us at BLInfoSF@BLS.GOV or (415) 625-2270.



SISKIYOU COUNTY
GENERAL SERVICES

2017 DEC -5 A 11:48

November 30, 2017

roguedisposal.com

Mr. Ulysses McKeown
Siskiyou County Department of Public Works
P.O. Box 1127
Yreka, CA 96097

Dear Ulysses:

As per the Solid Waste Disposal Agreement for Landfill Disposal Services between Siskiyou County and Dry Creek Landfill, Inc., the agreement provides that the rates charged shall be adjusted each year by 85% of the yearly change in the Consumer Price Index. These documents refer, and instruct us, to utilize the Consumer Price Index listed in the Agreements.

As reported by the U.S. Bureau of Labor Statistics, the CPI-U (All Urban Consumers – U.S. City Average, 1982-84 = 100) for October 2016 was 241.72 and for October 2017 was 246.66. This equates to an increase of 2.0%, 85% of which equates to 1.70%.

The new tip fee of \$37.93 per ton will be effective January 1, 2018. The new rate of \$37.93 when all discounts are applied will be \$30.91. Please call if you have any questions concerning this matter.

Sincerely,
DRY CREEK LANDFILL, INC.

Brenda B. Olfson
I/S & Finance Operations Manager

CONSUMER PRICE INDEXES PACIFIC CITIES AND U. S. CITY AVERAGE

October 2017

ALL ITEMS INDEXES

(1982-84=100 unless otherwise noted)

MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
	Oct 2016	Sep 2017	Oct 2017	Year ending Sep 2017	Year ending Oct 2017	1 Month ending Oct 2017	Oct 2016	Sep 2017	Oct 2017	Year ending Sep 2017	Year ending Oct 2017	1 Month ending Oct 2017
U. S. City Average.....	241.729	246.819	246.663	2.2	2.0	-0.1	235.732	240.939	240.573	2.3	2.1	-0.2
(1967=100).....	724.113	739.359	738.893	-	-	-	702.172	717.684	716.594	-	-	-
Los Angeles-Riverside-Orange Co.....	251.098	257.890	258.883	3.1	3.1	0.4	241.932	248.550	249.234	3.2	3.0	0.3
(1967=100).....	741.855	761.921	764.857	-	-	-	714.984	734.541	736.564	-	-	-
West.....	249.897	256.504	257.223	2.9	2.9	0.3	241.744	248.379	248.883	3.0	3.0	0.2
(Dec. 1977 = 100).....	403.945	414.625	415.786	-	-	-	388.953	399.628	400.439	-	-	-
West - A*.....	256.771	263.778	264.552	3.0	3.0	0.3	246.569	253.578	254.073	3.2	3.0	0.2
(Dec. 1977 = 100).....	418.702	430.127	431.389	-	-	-	399.147	410.493	411.295	-	-	-
West - B/C**(Dec. 1996=100).....	146.328	149.954	150.336	2.6	2.7	0.3	145.974	149.763	150.115	2.8	2.8	0.2
BI-MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
	Oct 2016	Aug 2017	Oct 2017	Year ending Aug 2017	Year ending Oct 2017	2 Months ending Oct 2017	Oct 2016	Aug 2017	Oct 2017	Year ending Aug 2017	Year ending Oct 2017	2 Months ending Oct 2017
San Francisco-Oakland-San Jose.....	270.306	275.893	277.570	3.0	2.7	0.6	264.026	269.827	271.272	2.9	2.7	0.5
(1967=100).....	830.996	848.172	853.328	-	-	-	803.982	821.645	826.046	-	-	-
Seattle-Tacoma-Bremerton.....	256.941	263.333	264.653	2.5	3.0	0.5	252.639	259.528	261.218	2.8	3.4	0.7
(1967=100).....	783.256	802.742	806.766	-	-	-	749.328	769.761	774.772	-	-	-

* A = 1,500,000 population and over

** B/C = less than 1,500,000 population

Dash (-) = Not Available.

Release date Nov. 15, 2017. The next monthly releases are scheduled for Dec. 13, 2017. The next bi-monthly releases are scheduled for Jan. 12, 2018.

Please note: Customers can receive hotline information by calling the BLS West Region Information Office: (415) 625-2270.

In January 2018, BLS will introduce a new geographic area sample for the Consumer Price Index (CPI). Additional information on the geographic revision is available at: www.bls.gov/cpi/georevision2018.htm.

**EIGHTH ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

(Disposal to Dry Creek Landfill, Contract #03032016)

THIS EIGHTH ADDENDUM is to that Contract for Services entered into on the 25th day of June, 2002, by and between the County of Siskiyou ("County") and Dry Creek Landfill, Inc. ("Contractor") and is entered into this 11th day of October 2016.

WHEREAS, the Oregon Department of Environmental Quality, as a result of the recent passage of Senate Bill 245 in the 2015 Oregon Legislature session, increased the portion of landfill fees dedicated to funding the Oregon Department of Environmental Quality DEQ Solid Waste Program which increases the disposal cost by \$0.58 per ton effective July 1, 2016, and the second increase of \$0.07 per ton effective on July 1, 2019; and

WHEREAS, the contract between the parties in paragraph 4.3 provides that the parties will negotiate in good faith in regard to a surcharge or changed fees by governmental bodies and have agreed to add the costs imposed by Oregon Department of Environmental Quality to the Tipping Fee. The Tipping Fee set forth in paragraph 4.1.1 of the Contract for Services shall be increased \$0.58 per ton effective July 1, 2016, and an additional \$0.07 per ton effective July 1, 2019 should the contract be extended beyond that date.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

The Tipping Fee set forth in paragraph 4.1.1 of the Contract for Services and adjusted annually pursuant to paragraph 4.2 shall be increased by \$0.58 per ton effective July 1, 2016. Further, should the contract be extended beyond July 1, 2019, the Tipping Fee shall be additionally increased by \$0.07 per ton effective July 1, 2019.


All other terms and conditions of the Contract for Services shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Contract for Services the date hereinabove set forth.

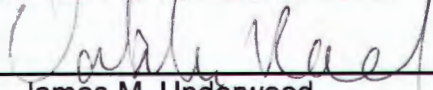
COUNTY OF SISKIYOU

CONTRACTOR

By: 
Terry Barber
County Administrator

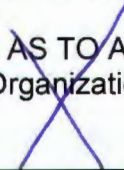
By: 
Dry Creek Landfill, Inc
Taxpayer I.D. 93-1010981

APPROVED AS TO LEGAL FORM:


James M. Underwood
Interim County Counsel

APPROVED AS TO ACCOUNTING FORM:

Fund 5350 Organization 404010 Account 728210


Jennie Ebejer, Auditor-Controller

(Dry Creek Landfill Eighth Addendum)

COUNTY OF SISKIYOU

By: Grace Bennett
Grace Bennett, Chair

ATTEST:
COLLEEN SETZER
Clerk, Board of Supervisors

By: Wendy King
Deputy

ACCOUNTING:
Fund 5350 Organization 404010 Account 728210

 SISKIYOU COUNTY
PUBLIC WORKS

2015 NOV 30 PM 12 56



PO Box 3187

Central Point OR 97502

541 779 4161

Fax 541 779 4366

November 24, 2015

Mr. Randy Akana
Siskiyou County Department of Public Works
P.O. Box 1127
Yreka, CA 96097

Dear Randy:

As per the Solid Waste Disposal Agreement for Landfill Disposal Services between Siskiyou County and Dry Creek Landfill, Inc., the agreement provides that the rates charged shall be adjusted each year by 85% of the yearly change in the Consumer Price Index. These documents refer, and instruct us, to utilize the Consumer Price Index listed in the Agreements.

As reported by the U.S. Bureau of Labor Statistics, the CPI-U (All Urban Consumers – U.S. City Average, 1982-84 = 100) for October 2014 was 237.43 and for October 2015 was 237.83. This equates to an increase of .17%, 85% of which equates to .14%.

The new tip fee of \$36.22 per ton will be effective January 1, 2016. The new rate of \$36.22 when all discounts are applied will be \$29.52. Please call if you have any questions concerning this matter.

Sincerely,
DRY CREEK LANDFILL, INC.



Brenda B. Olfson
I/S & Finance Operations Manager

Fiscal Year	Month / Year	CPI	Increase	% Inc/Dec	% (Rounded)	85%	Dry Crk%	Tip Fee	w/disc	Covered Period
	Oct 2010	218.711						\$ 33.70	\$ 27.47	
	Oct 2011	226.421	7.710	0.0353	3.53%	3.00%	3.00%	\$ 34.71	\$ 28.29	2012
FY 12/13	Oct 2012	231.317	4.896	0.0216	2.16%	1.84%	1.90%	\$ 35.36	\$ 28.81	2013
FY 13/14	Oct 2013	233.546	2.229	0.0096	0.96%	0.82%	0.85%	\$ 35.66	\$ 29.06	2014
FY 14/15	Oct 2014	237.433	3.887	0.0168	1.68%	1.43%	1.43%	\$ 36.16	\$ 29.47	2015
FY 15/16	Oct 2015	237.838	0.405	0.0017	0.17%	0.14%	0.14%	\$ 36.22	\$ 29.52	2016

CPI RATE per contract = CPI-U, U.S. City Average (1982-84=100)
 Note: The Dry Creek contract is a "rate" contract, encumbered at \$.01. The payments each month vary.

CONSUMER PRICE INDEXES PACIFIC CITIES AND U. S. CITY AVERAGE
October 2015
ALL ITEMS INDEXES
 (1982-84=100 unless otherwise noted)

MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
	Oct 2014	Sep 2015	Oct 2015	Year ending	1 Month ending	Oct 2015	Oct 2014	Sep 2015	Oct 2015	Year ending	1 Month ending	
U. S. City Average.....	237.433	237.945	237.838	0.0	0.2	0.0	233.229	232.661	232.373	-0.6	-0.4	
(1967=100).....	711.243	712.777	712.458	-	-	-	694.717	693.025	692.167	-	-	
Los Angeles-Riverside-Orange Co.....	243.341	245.431	245.812	0.7	1.0	0.2	235.921	237.324	237.472	0.4	0.1	
(1967=100).....	718.938	725.112	726.237	-	-	-	697.220	701.364	701.801	-	-	
West	241.650	244.257	244.341	1.0	1.1	0.0	235.343	236.999	236.728	0.4	0.6	
(Dec. 1977 = 100)	390.614	394.827	394.963	-	-	-	378.654	381.319	380.882	-	-	
West - A*	246.790	250.076	250.362	1.3	1.4	0.1	238.915	241.091	241.060	0.7	0.9	
(Dec. 1977 = 100)	402.425	407.784	408.250	-	-	-	386.757	390.279	390.230	-	-	
West - B/C** (Dec. 1996=100).....	144.214	144.507	144.379	0.0	0.1	-0.1	144.061	144.186	143.771	-0.2	-0.3	

BI-MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
	Oct 2014	Aug 2015	Oct 2015	Year ending	2 Months ending	Oct 2015	Oct 2014	Aug 2015	Oct 2015	Year ending	2 Months ending	
San Francisco-Oakland-San Jose.....	254.503	259.917	261.019	2.6	2.6	0.4	250.508	256.060	256.107	2.5	2.2	
(1967=100).....	782.414	799.058	802.446	-	-	-	762.819	779.724	779.868	-	-	
Seattle-Tacoma-Bremerton.....	247.854	251.617	250.831	1.8	1.2	-0.3	244.289	247.500	246.307	1.2	0.8	
(1967=100).....	755.556	767.027	764.629	-	-	-	724.561	734.085	730.547	-	-	

** B/C = less than 1,500,000 population
 Dash (-) = Not Available.

Release date Nov. 17, 2015. The next monthly releases are scheduled for Dec. 15, 2015. The next bi-monthly releases are scheduled for Jan. 20, 2016.

Please note: Customers can receive hotline information by calling the BLS West Region Information Office: (415) 625-2270.

This card is available on the day of release by electronic distribution. Just go to www.bls.gov/bls/list.htm and sign up for the free on-line delivery service. For questions, please contact us at BLInfoSF@BLS.GOV or (415) 625-2270.

**SEVENTH ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR
(Disposal to Dry Creek Landfill, Contract #03032016)**

THIS SEVENTH ADDENDUM is to that Contract for Services entered into on the 25th day of June, 2002, by and between the County of Siskiyou ("County") and Dry Creek Landfill, Inc. ("Contractor") and is entered into this 4th day of March 2016.

WHEREAS, the Contract expired on the 31st day of December 2015 and services continued to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract;


NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 3 of the Contract for Services shall be amended to extend the term of the contract through the 30th day of June 2018.

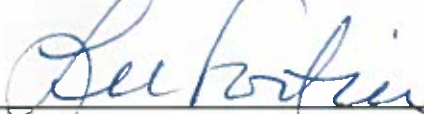
All other terms and conditions of the Contract for Services shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Contract for Services the date hereinabove set forth.


COUNTY OF SISKIYOU

By: 
Terry Barber
County Administrator

CONTRACTOR

By: 
Dry Creek Landfill, Inc
Taxpayer I.D. 93-1010981

APPROVED AS TO LEGAL FORM:


Brian Morris
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Fund 5350 Organization 404010 Account 728210

 3/15/16
Jennie Ebejer, Auditor-Controller

 SISKIYOU COUNTY
PUBLIC WORKS

2015 NOV 30 PM 12 56



PO Box 3187

Central Point OR 97502

541 779 4161

Fax 541 779 4366

November 24, 2015

Mr. Randy Akana
Siskiyou County Department of Public Works
P.O. Box 1127
Yreka, CA 96097

Dear Randy:

As per the Solid Waste Disposal Agreement for Landfill Disposal Services between Siskiyou County and Dry Creek Landfill, Inc., the agreement provides that the rates charged shall be adjusted each year by 85% of the yearly change in the Consumer Price Index. These documents refer, and instruct us, to utilize the Consumer Price Index listed in the Agreements.

As reported by the U.S. Bureau of Labor Statistics, the CPI-U (All Urban Consumers – U.S. City Average, 1982-84 = 100) for October 2014 was 237.43 and for October 2015 was 237.83. This equates to an increase of .17%, 85% of which equates to .14%.

The new tip fee of \$36.22 per ton will be effective January 1, 2016. The new rate of \$36.22 when all discounts are applied will be \$29.52. Please call if you have any questions concerning this matter.

Sincerely,
DRY CREEK LANDFILL, INC.



Brenda B. Olfson
I/S & Finance Operations Manager

Fiscal Year	Month / Year	CPI	Increase	% Inc/Dec	% (Rounded)	85%	Dry Crk%	Tip Fee	w/disc	Covered Period
	Oct 2010	218.711						\$ 33.70	\$ 27.47	
	Oct 2011	226.421	7.710	0.0353	3.53%	3.00%	3.00%	\$ 34.71	\$ 28.29	2012
FY 12/13	Oct 2012	231.317	4.896	0.0216	2.16%	1.84%	1.90%	\$ 35.36	\$ 28.81	2013
FY 13/14	Oct 2013	233.546	2.229	0.0096	0.96%	0.82%	0.85%	\$ 35.66	\$ 29.06	2014
FY 14/15	Oct 2014	237.433	3.887	0.0168	1.68%	1.43%	1.43%	\$ 36.16	\$ 29.47	2015
FY 15/16	Oct 2015	237.838	0.405	0.0017	0.17%	0.14%	0.14%	\$ 36.22	\$ 29.52	2016

CPI RATE per contract = CPI-U, U.S. City Average (1982-84=100)

Note: The Dry Creek contract is a "rate" contract, encumbered at \$.01. The payments each month vary.

CONSUMER PRICE INDEXES PACIFIC CITIES AND U. S. CITY AVERAGE

October 2015

ALL ITEMS INDEXES

(1982-84=100 unless otherwise noted)

MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
				Year ending	1 Month ending	Year ending				1 Month ending		
Oct 2014	Sep 2015	Oct 2015	Sep 2015	Oct 2015	Oct 2015	Oct 2014	Sep 2015	Oct 2015	Sep 2015	Oct 2015	Oct 2015	
U. S. City Average.....	237.433	237.945	237.838	0.0	0.2	0.0	233.229	232.661	232.373	-0.6	-0.4	-0.1
(1967=100).....	711.243	712.777	712.458	-	-	-	694.717	693.025	692.167	-	-	-
Los Angeles-Riverside-Orange Co.....	243.341	245.431	245.812	0.7	1.0	0.2	235.921	237.324	237.472	0.4	0.7	0.1
(1967=100).....	718.938	725.112	726.237	-	-	-	697.220	701.364	701.801	-	-	-
West	241.650	244.257	244.341	1.0	1.1	0.0	235.343	236.999	236.728	0.4	0.6	-0.1
(Dec. 1977 = 100)	390.614	394.827	394.963	-	-	-	378.654	381.319	380.882	-	-	-
West - A*.....	246.790	250.076	250.362	1.3	1.4	0.1	238.915	241.091	241.060	0.7	0.9	0.0
(Dec. 1977 = 100)	402.425	407.784	408.250	-	-	-	386.757	390.279	390.230	-	-	-
West - B/C**(Dec. 1996=100).....	144.214	144.507	144.379	0.0	0.1	-0.1	144.061	144.186	143.771	-0.2	-0.2	-0.3

BI-MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
				Year ending	2 Months ending	Year ending				2 Months ending		
Oct 2014	Aug 2015	Oct 2015	Aug 2015	Oct 2015	Oct 2015	Oct 2014	Aug 2015	Oct 2015	Aug 2015	Oct 2015	Oct 2015	
San Francisco-Oakland-San Jose.....	254.503	259.917	261.019	2.6	2.6	0.4	250.508	256.060	256.107	2.5	2.2	0.0
(1967=100).....	782.414	799.058	802.446	-	-	-	762.819	779.724	779.868	-	-	-
Seattle-Tacoma-Bremerton.....	247.854	251.617	250.831	1.8	1.2	-0.3	244.289	247.500	246.307	1.2	0.8	-0.5
(1967=100).....	755.556	767.027	764.629	-	-	-	724.561	734.085	730.547	-	-	-

* A = 1,500,000 population and over

** B/C = less than 1,500,000 population

Dash (-) = Not Available.

Release date Nov. 17, 2015. The next monthly releases are scheduled for Dec. 15, 2015. The next bi-monthly releases are scheduled for Jan. 20, 2016.

Please note: Customers can receive hotline information by calling the BLS West Region Information Office: (415) 625-2270.

This card is available on the day of release by electronic distribution. Just go to www.bls.gov/bls/list.htm and sign up for the free on-line delivery service. For questions, please contact us at BLSinfoSF@BLS.GOV or (415) 625-2270.

**ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**
(Disposal to Dry Creek Landfill, Contract #12042014)

THIS ADDENDUM is to that Contract for Services entered into on 25th day of June, 2002, by and between the County of Siskiyou ("County") and Dry Creek Landfill, Inc. ("Contractor") and is entered into this 5th day of December 2014.

WHEREAS, the Contract expires on the 31st day of December 2014 and services continue to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 3 of the Contract for Services shall be amended to extend the term of the contract through the 31st day of December 2015.

Paragraph 4.2 of the Contract for Services shall be amended to add the following: "In calculating 85% of the percentage change in the Consumer Price Index as referenced above, the result shall be rounded to two decimal places."

All other terms and conditions of the Contract for Services shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Contract for Services the date hereinabove set forth.

COUNTY OF SISKIYOU
By: Tom Odom
County Administrator

CONTRACTOR
By: Dry Creek Landfill, Inc
Taxpayer I.D. 93-1010981

APPROVED AS TO LEGAL FORM:
Brian Morris
Brian Morris
County Counsel

APPROVED AS TO ACCOUNTING FORM: DO
Fund 5350 Organization 404010 Account 728210
Jennie Ebejer
Jennie Ebejer, Auditor-Controller

SISKIYOU COUNTY
CLERK OF COUNTY
3012 5th St
Medford, OR 97504
503.754.2300



November 30, 2014

Ms. Laurie Penner and Mr. Randy Akana
Siskiyou County Department of Public Works
P.O. Box 1127
Yreka, CA 96097

Dear Laurie and Randy:

As per the Solid Waste Disposal Agreement for Landfill Disposal Services between Siskiyou County and Dry Creek Landfill, Inc., the agreement provides that the rates charged shall be adjusted each year by 85% of the yearly change in the Consumer Price Index. These documents refer, and instruct us, to utilize the Consumer Price Index listed in the Agreements.

As reported by the U.S. Bureau of Labor Statistics, the CPI-U (All Urban Consumers – U.S. City Average, 1982-84 = 100) for October 2013 was 233.55 and for October 2014 was 237.43. This equates to an increase of 1.68%, 85% of which equates to 1.43%.

The new tip fee of \$36.16 per ton will be effective January 1, 2015. The new rate of \$36.16 when all discounts are applied will be \$29.47. Please call if you have any questions concerning this matter.

Sincerely,
DRY CREEK LANDFILL, INC.

Brenda B. Olsson
I/S & Finance Operations Manager

Compensation: .01
Addend from 35.⁶⁶ per ton
to 36.¹⁶ per ton
(85% of CPI)

Terms = Addend to 12/15

Current Rate =
\$ 35.⁶⁶
x 1.43% =

36.¹⁶

CONSUMER PRICE INDEXES PACIFIC CITIES AND U. S. CITY AVERAGE

October 2014

ALL ITEMS INDEXES

(1982-84=100 unless otherwise noted)

MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
				Year ending		1 Month ending				Year ending		1 Month ending
	Oct 2013	Sep 2014	Oct 2014	Sep 2014	Oct 2014	Oct 2014	Oct 2013	Sep 2014	Oct 2014	Sep 2014	Oct 2014	Oct 2014
U. S. City Average.....	233.546	238.031	237.433	1.7	1.7	-0.3	229.735	234.170	233.229	1.6	1.5	-0.4
(1967=100).....	699.601	713.035	711.243	-	-	-	684.311	697.521	694.717	-	-	-
Los Angeles-Riverside-Orange Co.....	239.940	243.623	243.341	1.7	1.4	-0.1	232.735	236.451	235.921	1.6	1.4	-0.2
(1967=100).....	708.891	719.770	718.938	-	-	-	687.803	698.785	697.220	-	-	-
West	237.000	241.920	241.650	2.0	2.0	-0.1	231.244	235.974	235.343	1.9	1.8	-0.3
(Dec. 1977 = 100)	383.097	391.050	390.614	-	-	-	372.058	379.669	378.654	-	-	-
West - A*.....	241.902	246.933	246.790	2.1	2.0	-0.1	234.682	239.475	238.915	2.0	1.8	-0.2
(Dec. 1977 = 100)	394.455	402.658	402.425	-	-	-	379.905	387.664	386.757	-	-	-
West - B/C**(Dec. 1996=100).....	141.954	144.506	144.214	1.6	1.6	-0.2	141.889	144.528	144.061	1.6	1.5	-0.3

BI-MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
				Year ending		2 Months ending				Year ending		2 Months ending
	Oct 2013	Aug 2014	Oct 2014	Aug 2014	Oct 2014	Oct 2014	Oct 2013	Aug 2014	Oct 2014	Aug 2014	Oct 2014	Oct 2014
San Francisco-Oakland-San Jose.....	246.617	253.354	254.503	3.0	3.2	0.5	243.711	249.877	250.508	2.9	2.8	0.3
(1967=100).....	758.169	778.880	782.414	-	-	-	742.120	760.897	762.819	-	-	-
Seattle-Tacoma-Bremerton.....	242.787	247.185	247.854	1.8	2.1	0.3	239.363	244.471	244.289	2.1	2.1	-0.1
(1967=100).....	740.109	753.515	755.556	-	-	-	709.949	725.101	724.561	-	-	-

* A = 1,500,000 population and over

** B/C = less than 1,500,000 population

Dash (-) = Not Available.

Release date Nov. 20, 2014. The next monthly releases are scheduled for Dec. 17, 2014. The next bi-monthly releases are scheduled for Jan. 16, 2015.

Please note: Customers can receive hotline information by calling the BLS West Region Information Office: (415) 625-2270.

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Client#: 1137013

ROGUEWAS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/19/2014

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

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

PRODUCER US Northwest 975 Oak Street, Suite 900 Eugene, OR 97401 541 685-5300	CONTACT NAME: Teresa Weston PHONE (A/C, No, Ext): 541 685-5300 FAX (A/C, No): 866-968-4807 E-MAIL ADDRESS:																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Greenwich Insurance Company	22322	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Dry Creek Landfill, LLC PO Box 3187 Central Point, OR 97502																					

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:1,000 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		GEC003582703	10/01/2014	10/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		AEC003582403	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence

CERTIFICATE HOLDER Siskiyou County PO Box 1127 Yreka, CA 96097	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Cheryl S. Bowler</i>
--	---



November 30, 2014

Ms. Laurie Penner and Mr. Randy Akana
Siskiyou County Department of Public Works
P.O. Box 1127
Yreka, CA 96097

Dear Laurie and Randy:

As per the Solid Waste Disposal Agreement for Landfill Disposal Services between Siskiyou County and Dry Creek Landfill, Inc., the agreement provides that the rates charged shall be adjusted each year by 85% of the yearly change in the Consumer Price Index. These documents refer, and instruct us, to utilize the Consumer Price Index listed in the Agreements.

As reported by the U.S. Bureau of Labor Statistics, the CPI-U (All Urban Consumers – U.S. City Average, 1982-84 = 100) for October 2013 was 233.55 and for October 2014 was 237.43. This equates to an increase of 1.68%, 85% of which equates to 1.43%.

The new tip fee of \$36.16 per ton will be effective January 1, 2015. The new rate of \$36.16 when all discounts are applied will be \$29.47. Please call if you have any questions concerning this matter.

Sincerely,
DRY CREEK LANDFILL, INC.

A handwritten signature in blue ink that reads "Brenda B. Olsson". The signature is written in a cursive, flowing style.

Brenda B. Olsson
I/S & Finance Operations Manager

**ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**
(Disposal to Dry Creek Landfill, Contract #12032013)

THIS ADDENDUM is to that Contract for Services entered into on 25th day of June, 2002, by and between the County of Siskiyou ("County") and Dry Creek Landfill, Inc. ("Contractor") and is entered into this 3rd day of December 2013.

WHEREAS, the Contract expires on the 31st day of December 2013 and services continue to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 3 of the Contract for Services shall be amended to extend the term of the contract through the 31st day of December 2014.

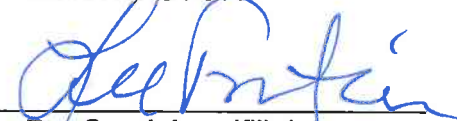
All other terms and conditions of the Contract for Services shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Contract for Services the date hereinabove set forth.


COUNTY OF SISKIYOU

CONTRACTOR

By: 
Tom Odom
County Administrator

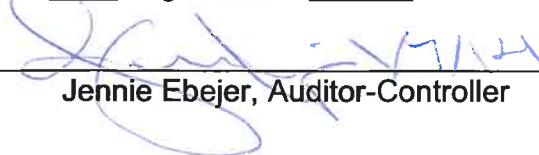
By: 
Dry Creek Landfill, Inc
Taxpayer I.D. 93-1010981

APPROVED AS TO LEGAL FORM:


Brian Morris
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Fund 5350 Organization 404010 Account 728210


Jennie Ebejer, Auditor-Controller

2013 DEC 13 09 11 54
SISKIYOU COUNTY
PUBLIC WORKS

12/11

**ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS ADDENDUM is to that Contract for Services entered into on the 25th day of June, 2002 by and between the County of Siskiyou ("County") and Dry Creek Landfill, Inc. ("Contractor") and is entered into this 15th day of November, 2012.

WHEREAS, the Contract will expire on 31st day of December 2012 and services continue to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 3 of the Contract for Services shall be amended to extend the term of the contract through the 31st of December 2013.

All other terms and conditions of the Contract for Services shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Contract for Services the date hereinabove set forth.


COUNTY OF SISKIYOU


CONTRACTOR

By: 
Tom Odom
County Administrator

By: 
Dry Creek Landfill, Inc
Taxpayer I.D. 93-1010981

APPROVED AS TO LEGAL FORM:


Brian Morris
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
Fund 5350 Organization 404010 Account 728210 


Jennie Ebejer, Auditor-Controller

**ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS ADDENDUM is to that Contract for Services entered into on 25th day of June, 2002, by and between the County of Siskiyou ("County") and Dry Creek Landfill, Inc. ("Contractor") and is entered into this 1st day of January, 2012.

WHEREAS, the Contract expired on the 31st day of December 2011 and services continued to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 3 of the Contract for Services shall be amended to extend the term of the contract through the 31st day of December 2012.

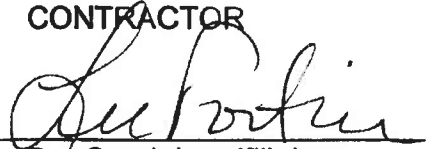
All other terms and conditions of the Contract for Services shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Contract for Services the date hereinabove set forth.

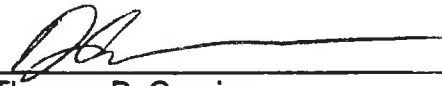
COUNTY OF SISKIYOU

CONTRACTOR

By: 
Brian McDermott
County Administrator

By: 
Dry Creek Landfill, Inc
Taxpayer I.D. 93-1010981

APPROVED AS TO LEGAL FORM:


Thomas P. Guarino
County Counsel

VN#	<u>@00009867</u>	
CT#	<u>E1300272</u>	CC LOG#
ACCT	<u>5350 404010</u>	<u>728210</u>
CT AMT	<u>.01</u>	<u>1.01</u>
	ANNUAL	TOTAL

E ✓
D ✓
S

APPROVED AS TO ACCOUNTING FORM:
Fund 5350 Organization 404010 Account 728210

 4/6/12
Jennie Ebejer, Auditor-Controller

1-31-12

**ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS ADDENDUM is to that Contract for Services entered into on the 25th day of June, 2002, by and between the County of Siskiyou ("County") and Dry Creek Landfill, Inc ("Contractor") and is entered into this 1st day of July, 2011.

WHEREAS, the Contract expired on the 30th day of June, 2011, and services continued to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 3 of the Contract for Services shall be amended to extend the term of the contract through the 31st day of December, 2011.

All other terms and conditions of the Contract for Services shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Contract for Services the date hereinabove set forth.

COUNTY OF SISKIYOU

CONTRACTOR

By: 
Brian McDermott
County Administrator

By: 
Dry Creek Landfill, Inc
Taxpayer I.D. 93-1010981

APPROVED AS TO LEGAL FORM:


Thomas P. Guarino
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Fund 5350 Organization 404010 Account 728210

 8/25/11
Jennie Ebejer, Auditor-Controller

81100165

Addendum Template to extend term of contract.doc

VN#	<u>9867</u>				EV
CT#	<u>E1AC0201</u>	CC LOG#			*V
ACCT	<u>5350-404010</u>		<u>728210</u>		V
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Rate Contract Do not Encumber

Encumber Fee .01

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SOLID WASTE DISPOSAL AGREEMENT

THIS AGREEMENT made and entered into this 25th day of JUNE 2002, by and between DRY CREEK LANDFILL, INC., an Oregon corporation, hereinafter referred to as "DCL," and SISKIYOU COUNTY, a California Municipal corporation, hereinafter referred to as "SC."

RECITALS

A. SC, or its Affiliates, Contractors, or Franchisees, collect, control, handle, transport and dispose of putrescible and non-putrescible solid and semi-solid wastes from residences, businesses and industries located in Siskiyou County, California. As part of such business, SC or its Affiliates, Contractors, or Franchisees, are constructing and will operate a transfer station located at Tulelake, Siskiyou County. SC and its Affiliates, Contractors, and Franchisees require that a facility be available to it for the disposal of such waste. Such facility must comply with the requirements of the applicable governmental agencies with jurisdiction over the disposal of Solid Waste.

B. DCL is the owner and operator of a Solid Waste Disposal Facility in Jackson County known as the Dry Creek Landfill (the "Disposal Site") which holds all required permits, including an Oregon State Department of Environmental Quality (DEQ) permit number 190. DCL complies with all current and reasonably anticipated state and federal design and performance standards.

C. DCL is operating the Disposal Site under a Disposal Franchise Agreement with Jackson County dated October 25, 1996.

D. DCL and SC wish to enter into this Agreement for the disposal of Acceptable Waste and Special Waste collected by SC it Affiliates, Contractors, and Franchisees at the Dry Creek Landfill utilizing transportation and disposal methods permitted under the laws and regulations of local, state and federal governments.

E. This Agreement sets forth the terms and conditions of SC's disposal of Acceptable Waste at the Disposal Site.

VMS 9867
CT# EDW0343 CC LOG#
ACCT 5350 404010 728210 / M.P.
CT AMT /
ANNUAL TOTAL

JPP 6/30/06

NOW THEREFORE, under the terms and conditions set forth herein, DCL and SC hereby enter into this Solid Waste Disposal Agreement:

DEFINITIONS

A. **Acceptable Waste** means any and all waste that is Solid Waste as defined herein (but is not Unacceptable Waste as defined herein) and which, in compliance with governmental licenses and permits in effect, may be disposed of at the Disposal Site.

B. **Affiliate** means: (1) when used with respect to SC, an entity that, directly or indirectly, is controlled by SC, or is under common control with SC; and (2) when used with respect to DCL, an entity that, directly or indirectly, controls DCL, is controlled by DCL, or is under common control with DCL. For purposes of this definition, "control" means the power to direct the management of an entity through the ownership of its voting securities or other ownership interest, or the right to designate or elect, by contract or otherwise, a majority of the members of its board of directors or other governing board or body.

C. **Beneficial Use Waste** means any Solid Waste that: (1) is, in the sole judgment of DCL, usable or reusable by DCL in lieu of other materials in the construction or operation of the Disposal Site or any ancillary facilities, including but not limited to road construction, landscaping, soil amendment, disposal cell construction, leachate or landfill gas management, daily, interim or final landfill cover material, all as may be approved by DEQ; and (2) DCL has, in its sole discretion, determined it has a need for in connection with the construction or operation of the Disposal Site or any ancillary facilities. With respect to Beneficial Use Waste accepted by DCL from SC for disposal at the Disposal Site, SC shall be required to pay to DCL the Tipping Fee established pursuant to Section 4.4 hereof.

D. **Contractor** means an entity employed by SC to perform one or more operations covered by this Agreement.

E. **Covered Waste** means all of: (1) the Acceptable Waste generated within Siskiyou County, California that is collected, controlled, transported, handled or owned by SC or any Affiliate, Contractor, or Franchisee; and (2) Beneficial Use Waste and Special Waste generated within Siskiyou County, California that is collected, controlled, transported, handled or owned by SC or any Affiliate, Contractor, or Franchisee and that

DCL and SC have agreed, in accordance with Section 4.4 hereof, to dispose at the Disposal Site.

F. **SC** shall mean Siskiyou County, a political subdivision of the State of California, and its successors.

G. **DEQ** shall mean the Oregon Department of Environmental Quality.

H. **Disposal Site** means the Dry Creek disposal site operated by DCL and located within Section 1, Township 37 South, Range 1 West Jackson County, Oregon.

I. **Effective Date** means the date the Agreement has been executed by all parties, or July 1, 2002, whichever is later.

J. **Force Majeure** means acts of God, landslides, lightning, forest fires, storms, floods, freezing, earthquakes, civil disturbances, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, public riots, breakage, explosions, equipment or material shortages, or other similar causes, whether of the kind enumerated or otherwise, which are not reasonably within the control of the party whose ability to perform under this Agreement is impaired or prevented by the Force Majeure event. However, a Force Majeure event shall not include damage or destruction caused by any of the following events: operational error; improperly designed facilities; increased costs of materials, including fuel; or careless or improper operation.

K. **Franchisee** means an entity franchised by SC to perform one or more operations covered by this Agreement.

L. **Hazardous Waste** shall have the meaning set forth in ORS 466.005(7), or any successor thereto, and/or matter that is required to be accompanied by a written manifest or shipping document describing the waste as "hazardous waste" or "dangerous waste" pursuant to any state or federal law, including but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., and the Hazardous Waste Management Act, Chapter 466 ORS, as amended, and the regulations promulgated thereunder. Hazardous Waste shall not include incidental Household Hazardous Waste or Small Quantity Generator Waste which is commingled with Solid Waste.

M. **Household Hazardous Waste** means Conditionally Exempt Small Quantity Generate Waste (as defined in 40 CFR 261.5) that is generated by a residential customer.

N. Small Quantity Generator Waste means Small Quantity Generator Waste as such term is defined in 40 CFR 261.5.

O. Solid Waste means all putrescible and nonputrescible waste whether in solid or semi-solid form including but not limited to: garbage, trash, rubbish, refuse, ashes, paper, cardboard, commercial and industrial wastes, manure, vegetable, or animal solids or semi-solid wastes, all waste capable of being recycled that is commingled with other wastes; incidental Household Hazardous Wastes; or Small Quantity Generator Waste; Special Waste and all other acceptable solid waste that requires landfill disposal. The term "Solid Waste" shall not include Hazardous Waste, dead animals or liquids of any kind.

P. Special Waste shall mean: (i) Beneficial Use Waste delivered to the Disposal Site by SC and accepted by DCL as "Beneficial Use Waste"; or (ii) Acceptable Waste resulting from an industrial, agricultural, manufacturing, demolition or construction operation or process or waste which requires handling or extraordinary management at the Disposal Site, including, without limitation, contaminated soil, non-hazardous contaminated materials, containerized ash, wire, dead animals, bulk tanker waste, waste containing free liquids and other wastes that may be covered by a Special Waste Handling Plan for the Disposal Site as approved by DEQ in accordance with the Disposal Site Permit or any other waste of a character that is significantly different from general mixed residential Solid Waste and that is produced by the commercial, industrial or agricultural operations of a single generator in sufficient quantities to be handled or disposed of by DCL at the disposal site that may be pursuant to a specially negotiated contract with DCL.

Q. Suspicious Waste means waste which DCL determines or reasonably suspects may be or contains "Unacceptable Waste."

R. Transfer Station shall mean the Transfer Station operated by SC or its Affiliates, Contractors, or Franchisees near Tulelake, California.

S. Transportation or Transport shall mean the trucking of Covered Waste loaded on Trailers at the Transfer Station by SC or its Affiliate, Contractor, or Franchisee on Trailers from the Transfer Station to the Disposal Site, all as provided in and subject to the terms and conditions of this Agreement.

T. Unacceptable Waste means any and all waste that is either:

1. Waste which is prohibited from being received at the Disposal Site by state, federal or local law, regulation, rule, code, ordinance, order, permit, or permit condition; or,

2. Hazardous Waste as defined above.

U. Uncontrollable Circumstances shall mean a "Force Majeure" event or a change of local law, state or federal law or regulation, which has a substantial adverse affect on the ability of DCL or SC to perform their respective obligations hereunder or that has a substantial adverse affect on the operating or capital costs incurred by DCL or SC in connection with the performance of their respective obligations hereunder .

AGREEMENTS

In consideration of the mutual covenants and promises contained herein, the parties hereto hereby agree as follows:

1. Disposal of Acceptable Waste.

1.1 During the term of this Agreement and in accordance with the terms and provisions hereof SC may deliver or cause to be delivered and DCL shall, accept for disposal, all Acceptable Waste requiring final disposal that is collected, controlled, transported, handled or owned by SC or any Affiliate, Contractor, or Franchisee, from Siskiyou County, California, utilizing methods of collection, transportation, handling, and disposal permitted under the laws and regulations of local, state, and federal government. SC shall have the use of all available facilities for disposal at the Disposal Site including any available trailer tippers from 7:00 a.m. to 6:00 p.m. seven (7) days a week. Nothing in this section or Agreement shall restrict SC's or any Affiliate's, Contractor's, or Franchisee's ability to recycle, reduce, reuse, or in any other approved manner, treat or convert for other productive or beneficial use, all or part of the Acceptable Waste collected by SC or any Affiliate, Contractor, or Franchisee.

2. Right to Inspect/Reject:

2.1 DCL shall not be required to receive, accept, or dispose of any Unacceptable Waste. DCL reserves the right to inspect any and all solid waste or other material delivered to the Disposal Site by SC or its Affiliates, Contractors, or Franchisees for

proposed treatment or disposal and DCL may reject any Unacceptable Waste or such Suspicious Waste that DCL reasonably and in good faith, believes would upon disposal, not be consistent with DCL's special waste management or plan, be in violation of local, state, or federal law or regulation or in its' opinion, would present a significant risk to human health or environment or create or expose DCL or SC or any Affiliate's, Contractor's, or Franchisee's to potential liability. SC's and any Affiliates, Contractors, or Franchisees' trucks shall be subject to such inspections and delays only in the same manner as all other trucks coming into the Disposal Site. DCL shall also have the right to reject as "Beneficial Use Waste" any solid waste delivered to the Disposal Site by SC as "Beneficial Use Waste" that DCL, in its sole discretion, determines is not suitable for use or reuse in the construction or operation of the Disposal Site or that DCL determines, in its sole discretion, there is no need for in the construction or operation of the Disposal Site. DCL shall give written notice to SC of its decision to reject any Unacceptable or Suspicious Waste or to reject as "Beneficial Use Waste" solid waste delivered to the Disposal Site by SC or any Affiliate, Contractor, or Franchisee and offered by SC or any Affiliate, Contractor, or Franchisee to DCL as "Beneficial Use Waste." SC will have the option upon receiving that notice of (1) immediately picking up the rejected waste or Solid Waste not accepted by DCL as "Beneficial Use Waste"; or (2) paying such reasonable charges for the disposal, cost, expense or liability or the cost of special environmental handling for disposal of such Unacceptable or Suspicious Waste, or, in the case of Solid Waste rejected by DCL as "Beneficial Use Waste", paying the Tipping Fee applicable to Acceptable Waste under Section 4.1 hereof if SC determines to dispose of such Solid Waste at the Disposal Site.

3. **Term.** The term of this Agreement shall commence on the Effective Date and shall last for the earliest to occur: 1) until June 30, 2006; or 2) until such time as the Dry Creek Landfill no longer has capacity; or 3) DCL or DCL's successor in interest pursuant to Section 17, herein decides in its sole discretion not to dispose of any Solid Waste at the Dry Creek Landfill; or 4) DEQ, or other governmental entity with jurisdiction over the Disposal Site, restricts the disposal of Solid Waste at the Disposal Site, whichever event shall occur first; or (5) until SC terminates as provided in Section 3.1.

3.1. **Termination Without Cause.** SC may terminate this Agreement by giving DCL thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. DCL shall be paid for all services completed prior to the effective date of such termination.

4.1 Tipping Fee: for all Acceptable Waste (other than Special Waste).

4.1.1 Tipping Fee. For all covered waste (other than Specified Waste) that SC is required to deliver or cause to be delivered to the Disposal Site pursuant to the terms of this Agreement SC shall pay a maximum disposal fee of \$29.50 per ton (the "Tipping Fee"), which shall include all charges for operations, closure and post-closure. The parties may mutually agree to adjust the Tipping Fee from time to time by letter Agreement and without the necessity of amending this Agreement. The Tipping Fee provided for in this Section 4.1 shall be payable by SC to DCL for each ton of Covered Waste (other than Special Waste) that SC is allowed to deliver or cause to be delivered to the Disposal Site pursuant to this Agreement.

4.2 Cost of Living Adjustment for Tipping Fee. The Tipping Fee for Covered Waste (other than Special Waste) shall be adjusted annually, up or down, during the term of this Agreement, commencing January 1, 2003, and each January 1st thereafter, at an amount equal to 85% of the percentage change in the Consumer Price Index for All Urban Consumers, U.S. City Average, all items (1982-84 = 100) as published monthly by the Bureau of Labor Statistics or its successor for the 12 month period ending October 31 of the preceding year multiplied times the then current Tipping Fee.

4.3 Governmental Charges. Tipping fees, may be surcharged or changed or changed by governmental entities or other entities beyond the control of the parties. In the event the Tipping Fee charged to SC, is surcharged or increased by any mechanism other than a cost of living adjustment calculated in the same manner as the cost of living adjustment provided for in Section 4.2 hereof, by any governmental entity or otherwise, the parties shall renegotiate the and Tipping Fee in good faith in order to compensate DCL for such surcharge or increase. Should the parties be unable to establish a price, the dispute shall be referred to dispute resolution pursuant to Section 12.

4.4 Disposal and Tipping Fee for Special Waste. The tipping fee for disposal of Special Waste at the Disposal Site shall be negotiated in good faith from time to time between the parties hereto. A failure of the parties to successfully negotiate a tipping fee for any particular Special Waste shall have the effect of placing that Special Waste outside the scope of this agreement, in which case SC shall not be required to deliver or cause to be delivered to the Disposal Site, and DCL shall not be required to accept, the Special Waste as to which the parties have failed to agree upon a tipping fee.

During the term of this Agreement, SC shall deliver or cause to be delivered to the Disposal Site and DCL shall accept for disposal at the Disposal Site, all Special Waste as to which the parties have agreed upon a tipping fee and that is collected, controlled, handled, transported or owned by SC or any Affiliates, Contractors, or Franchisees from Siskiyou County, California, utilizing methods of collection, handling, transportation and disposal permitted under the laws and regulations of local, state and federal government. The tipping fee for Special Waste agreed upon by the parties as provided in this Section 4.4 shall be payable by SC to DCL for each ton of Special Waste that SC delivers to DCL pursuant to this Agreement.

4.5 Payment. DCL shall, by certified scale, weigh all Covered Waste transported and delivered by SC or its Affiliates, Contractors, or Franchisees to the Disposal Site to determine the number of tons of Covered Waste disposed of each month by SC and its Affiliates, Contractors, and Franchisees at the Disposal Site. On or before the 10th day of each month, DCL shall submit an invoice to SC showing the volume and types of tons of Acceptable Waste and Special Waste disposed of at the Disposal Site in the preceding month and the amount of Tipping Fees owed therefore. SC shall pay DCL the full amount of the invoice within forty-five (45) days after the date of such invoice. In the event of a dispute as to services rendered or payment owed, SC shall pay the undisputed portion of each invoice and the parties shall resolve the dispute as provided in Section 12 below. Payments of undisputed amounts, after the 45-day period, shall be subject to a fee of one percent (1%) monthly on the invoice amount. DCL shall maintain records of the types and weight or volume of SC's Covered Waste disposed of at the Disposal Site and the charges therefor and shall provide copies of such records to SC upon request.

5. Allocation of Risk/Uncontrollable Circumstances.

5.1 Uncontrollable Circumstances. Provided that the requirements of this Section 5 are met, neither party hereto shall be considered in default in the performance of its obligations under this Agreement to the extent that such performance is prevented or impaired by the occurrence of an event of Uncontrollable Circumstances. DCL and SC agree that no other events shall excuse nonperformance of either party of its obligations under this Agreement and no events within the control of the parties, including breakage or accidents to machinery, equipment or other Facilities, shall excuse nonperformance of the parties' obligations under this Agreement.

5.2 Notice of Uncontrollable Circumstances: Suspension of Performance. If, as a result of an event of Uncontrollable Circumstances, either DCL or SC is wholly or partially unable to meet its obligations under this Agreement, then the affected party shall give the other party prompt notice of such event, describing it in reasonable detail. The obligations under this Agreement of the party giving the notice of the event of Uncontrollable Circumstances shall be suspended, other than for payment of monies due, but only with respect to the particular component of obligations affected by the event and only for the period during which the event of Uncontrollable Circumstances exists. The affected party shall use due diligence to resume performance at the earliest practicable time and shall notify the other party when the effect of the event has ceased.

5.3 Right to Resolve Certain Force Majeure Events. Notwithstanding anything to the contrary expressed or implied herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances, and litigation, including appeals, shall be entirely within the discretion of the particular party involved therein, and such party may make settlement thereof at such time, and on such terms and conditions as it may deem to be advisable, and no delay in making such settlement shall deprive such party of the benefit of this Section 5.

6. Compliance with Laws: Limitations on Access.

6.1 Compliance with Laws. During the term of this Agreement, DCL and SC shall each fully comply with, and SC shall cause each Affiliate, Contractor, or Franchisee delivering Solid Waste to the Disposal Site to fully comply with, all applicable federal, state and local laws, ordinances, decisions, orders, rules or regulations that pertain to the handling, loading, storage, transportation, treatment and disposal of Solid Waste in operation of the Disposal Site. DCL and/or SC shall be deemed to be in compliance with laws, ordinances, rules and regulations if they are in timely compliance with any regulatory order, including but not limited to any preliminary assessment, remedial investigation, remedial action or corrective action or any legal appeal or review of such orders or requirements.

6.2 Limitations on Access. DCL may refuse the right of access to the Disposal Site to SC, its Affiliates, Contractors, or Franchisees and any of their respective employees, agents or subcontractors who violate the reasonable rules and regulations prescribed by DCL or by law, provided that DCL shall give notice to SC of the nature of any violations and all opportunity to cure. In addition, DCL may refuse the right of SC or its Affiliates, Contractors, or Franchisees to deliver and dispose of Solid Waste at the

Disposal Site in the event SC is more than forty-five (45) days delinquent in the payment of all or any portion of the Tipping Fees owing by SC.

7. Scope of Operation. DCL shall be responsible for the management, storage, treatment, utilization, processing and final disposal of all Covered Waste accepted by DCL for disposal at the Disposal Site. DCL shall also be responsible to comply with the state and federal requirements to fund and implement closure and post closure maintenance of the Disposal Site until such time as final closure and post closure of the Disposal Site is certified complete by DEQ or other successor regulatory agency with jurisdiction. In performing such functions, DCL shall provide sufficient personnel, equipment and utilities for operation of the Disposal Site in accordance with this Agreement and for closure and post-closure maintenance in accordance with state and federal law.

8. Representations and Warranties.

8.1 SC. SC represents and warrants that (a) all of the waste delivered to the Disposal Site by SC or its Affiliates, Contractors, or Franchisees at the Transfer Station shall conform to the definition of Acceptable Waste set forth in this Agreement, (b) SC shall, and shall cause its Affiliates, Contractors, and Franchisees and any other carrier and any other non-Affiliate carrier with which it contracts, handle and transport the Acceptable Waste in a safe and workmanlike manner in full compliance with all applicable federal, state and local laws, ordinances, decisions, orders, rules or regulations, and SC and each of its Affiliates, Contractors, or Franchisees has, or will obtain by the Effective Date, all required power and authority (including from any governmental entity pursuant to any applicable franchise agreement) to enter into and be bound by the terms and conditions of this Agreement and to carry out SC's obligations hereunder.

8.2 DCL. DCL represents and warrants that (a) it shall dispose of the Acceptable Waste in a safe and workmanlike manner in full compliance with all applicable federal, state and local laws, ordinances, decisions, orders, rules or regulations, and (b) it has all requisite power (corporate or otherwise) to enter into and be bound by the terms and conditions of this Agreement and to carry out its obligations hereunder.

9. Insurance.

9.1 DCL Coverage. DCL has obtained and shall maintain during the term of this Agreement Commercial General Public Liability and Property Liability Insurance

(exclusive of environmental impairment coverage) which conforms to the industry standard for landfill operations. Coverage shall include, but not be limited to operations (exclusive of environmental impairment) of DCL. Such insurance shall have limits of not less than:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Bodily Injury or Property Damage	\$1,000,000 each person or occurrence
Policy Aggregate	\$2,000,000

9.2 **SC Coverage.** SC is self-insured and shall cover liability through its self-insurance program with California State Association of Counties-Excess Insurance Agency (CSAC-EIA). SC agrees to furnish DCL with an endorsement to SC's insurance coverage naming DCL as an additional insured in the amount of Five Million Dollars (\$5,000,000.00). SC shall maintain worker's compensation insurance in force during the term of this Agreement. A certificate evidencing the maintenance of such insurance shall be provided to DCL within ten (10) days of the effective date of this Agreement.

10. **Indemnities.**

10.1 **DCL Indemnity.** DCL shall defend, indemnify and hold harmless SC and its Affiliates, Contractors, or Franchises their employees, officers, owners, directors, agents and subcontractors, from and against any and all claims, demand, lawsuits, administrative proceedings, liabilities, penalties, fines, forfeitures, causes of action, suits, judgments and costs and expenses incidental thereto, including attorneys' fees and expenses whether incurred at trial, on appeal, in negotiations or otherwise related to the resolution of such matter (collectively, "Damages") which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injury, property damage, or contamination of or adverse effects on the environment, to the extent caused by, or arising from or in connection with the breach of any representations and warranties of DCL set forth in this Agreement, or any negligent or intentional actions or omissions or willful misconduct of DCL, its employees, officers, owners, directors, agents or subcontractors in the performance of its obligations under this Agreement or in the operation, closure or post-closure of the Disposal Site. The failure of DCL to discover Unacceptable Waste

delivered to the Disposal Site by SC or its Affiliates, Contractors, or Franchisees shall not constitute a breach by DCL of this Agreement or any representation or warranty made by DCL herein. Such indemnity shall be limited to exclude Damages to the extent they arise as a result of any negligent or intentional actions or omissions or willful misconduct of SC and its Affiliates, Contractors, or Franchises and their employees, officers, owners, directors, agents or subcontractors.

10.2 SC Indemnity. SC shall defend, indemnify and hold harmless DCL, its employees, officers, owners, directors, agents and subcontractors, from and against any and all Damages which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injury, property damage, contamination of or adverse effects on the environment, or other loss, to the extent caused by, or arising from or in connection with the breach of any obligations, representations or warranties of SC set forth in this Agreement, or any negligent or intentional actions or omissions or willful misconduct of SC, its Affiliates, Contractors, or Franchisees or their agents, employees, officers, owners, directors, or subcontractors in the performance of SC's obligations under this Agreement, or the delivery by SC or its Affiliates, Contractors, or Franchisees of Unacceptable Waste to the Disposal Site (including without limitation, the delivery to the Disposal Site by SC or its Affiliates, Contractors, or Franchisees (including without limitation Unacceptable Waste that is not discovered by DCL) and the mistaken acceptance thereof by DCL). Such indemnity shall be limited to exclude Damages to the extent they arise as a result of: (a) any negligent or intentional actions or omissions or willful misconduct of DCL or its employees, officers, owners, directors, agents or subcontractors; (b) the landfill gas arising from the operation of the Disposal Site; or (c) pollution, contamination or release of chemicals or other substances arising from the operation of the Disposal Site but only to the extent such pollution, contamination or release does not result from Unacceptable Waste delivered to the Disposal Site (including, without limitation, Unacceptable Waste that is not discovered by DCL).

10.3 Defense of Suit. In the event of any suit against any party indemnified under this Section (the "Indemnitee"), the indemnifying party (the "Indemnitor") shall appear and defend such suit provided that the Indemnitor is notified in a timely manner of the suit. The Indemnitee shall have the right to approve counsel chosen by the Indemnitor to litigate such suit which approval shall not be unreasonably withheld. In the event a dispute exists over whether a party is entitled to indemnification under this Section 10, each party shall defend itself until the dispute is resolved and upon resolution of such a dispute, the prevailing party shall be entitled to indemnification for its attorneys fees and

expenses whether incurred at trial, on appeal, in negotiations or otherwise related to the resolution of such matter.

10.4 Limitations. If any claims indemnified against under this Section 10 have the potential for coverage under any Insurance, then the indemnities set forth in this Agreement shall be limited as follows:

(a) The indemnities under this Section 10 shall apply only to the extent the amount of any indemnified claim exceeds all amounts collectable under any insurance covering such claim. Before pursuing recovery under this indemnity the indemnitee shall exhaust all recovery available for such claim from insurance.

(b) The Indemnitor 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, then the Indemnitor 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.

10.5 Payment. Once the indemnitee has exhausted all recovery under all insurance, the Indemnitor shall pay only the amount of the loss, if any, that exceeds the total amount that all insurance has paid for the loss.

10.6 Insurance. Subrogation. 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. Any monies received from the insurers shall be used to pay any claims covered by such insurance and reimburse the insured for all reasonable costs and expenses, including attorneys' fees and expenses (whether incurred at trial, on appeal, in negotiations or otherwise related to the resolution of such matter), expended by it to seek recovery of sums from its insurers.

11. Default: Opportunity to Cure: Termination.

11.1 Events of Default. The following shall constitute events of default by either party under this Agreement:

- a) breaches of any representations and warranties set forth in this Agreement,

b) defaults in the performance of any other material obligations under this Agreement, including, without limitation, noncompliance with laws and failure to maintain insurance,

c) seizure or attachment (other than a prejudgment attachment) of, or levy affecting possession of, the operating equipment of the parties of such proportion as to impair their ability to perform under this Agreement and which cannot be released, bonded, or otherwise lifted within forty-eight (48) hours excluding weekends and holidays, or

d) the filing of a voluntary petition for debt relief or the entry of a decree or order by a court in any involuntary case brought under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or the consent to the appointment of or the entry of a decree or order appointing or the taking of possession by a receiver, liquidator, assignee (other than as a party of a transfer of equipment no longer useful or necessary for this Agreement), trustee (other than as security for an obligation under a deed of trust), custodian, or sequestrator (or similar official) of the parties' operating assets, or the making of any general assignment for the benefit of the parties' creditors, or the failure generally to pay debts as they become due or the taking of any action in furtherance of any of the foregoing, or the order for the winding up or liquidation of the affairs of the parties.

11.2 Opportunity to Cure. Termination. If at any time either party determines or becomes aware of an event of default by the other party, the non-defaulting party shall transmit a written notice to the other party as to the nature of such default. Unless the default involves the failure to pay any amounts due under this Agreement (for which the defaulting party shall have ten (10) days to cure such default, but such cure period shall not diminish or otherwise affect SC's obligation to pay, or DCL's right to receive, the late payment penalty provided for in Section 4.5 hereof), the defaulting party shall have thirty (30) days from the receipt of said notice to commence actions to cure said default and a reasonable period of time to cure. If the defaulting party fails to cure the default within a reasonable period of time, the non-defaulting party, in addition to any other remedies it may have hereunder or at law or in equity, shall have the right to terminate this Agreement upon giving written notice. Notwithstanding the foregoing, either party hereto may request resolution of any dispute or alleged default hereunder pursuant to the provisions of Section 12 of this Agreement.

12 Dispute Resolution.

12.1 Continued Performance. 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.

12.2 In the event of a dispute, SC, through its Public Works Department, will attempt to reach resolution of any disputed matter with DCL. In the event that such dispute is not resolved at this level, SC will attempt to resolve the matter through the County Administrative Officer.

12.3 In the event that resolution is not reached in accordance with paragraph 12.2, the parties may agree to submit the dispute to an independent engineer agreed upon by the parties. If the parties cannot agree upon a particular independent engineer, each party shall submit the name of two independent engineers and the name shall be selected by lot. The parties shall pay the costs of the independent engineer as they shall agree, and if they cannot agree, the parties shall share the cost of the independent engineer equally.

12.4 Both parties shall, in good faith and in writing, promptly provide the independent engineer with any and all information and documentation the independent engineer requires or requests in order to make his or her determination. Each party shall simultaneously provide the other party with copies thereof. Neither party shall communicate orally with the independent engineer unless the other party is made aware of such communication. Neither party shall communicate in writing with the independent engineer unless the parties simultaneously send copies of such communication to the other party, in the manner that it sends such communication to the independent engineer. The independent engineer shall make his or her determination based on the submissions of the parties, the provisions hereof, and other factual determinations the independent engineer may make regarding the matter in dispute.

13. Successors and Assigns.

13.1 This Agreement shall be binding upon the successors and assigns of the parties hereto.

13.2 No assignment shall be valid and binding which endeavors to relieve the

assigning party of any obligations to make payments hereunder which accrued prior to the date of assignment or to which the assignee does not affirmatively agree, in writing, to assume all obligations of the assignor under this Agreement.

14. **Amendments.** This Agreement may only be amended by a written agreement executed by SC and DCL.

15. **Waiver.** No waiver by either party of any one or more defaults or breaches by the other in the performance of this Agreement shall operate or be construed as a waiver of any future defaults or breaches, whether of a like or different character.

16. **Entire Agreement.** This Agreement and any exhibits attached hereto and referenced herein shall represent the entire understanding between the parties and, unless set forth in this Agreement, no representations, statements or agreements, unless agreed to by the parties in writing, shall modify, change, amend or otherwise affect the obligations undertaken in this Agreement.

17. **Change in Law/Regulations.** This Agreement is subject to all present and future valid laws and lawful orders of all regulatory bodies, except as otherwise provided herein. Should either of the parties, by force of any such law or regulation, at any time during the term hereof, be ordered or required to do any act relative to this Agreement which substantially impairs or materially changes the party's ability to perform under this Agreement, then the affected party shall notify the other party of this condition. Unless the parties agree in writing to continue this Agreement within thirty (30) days after the effective date of any such law, rule or order, then the Agreement shall terminate on the 31st day after the effective date of such law, rule or order. Nothing in this Agreement shall prohibit either party from obtaining or seeking to obtain modification or repeal of such law or regulation or restrict either party's right to legally contest the validity of such law or regulation. DCL shall not be considered in breach of this Agreement during such time as DCL is contesting or appealing any notice of violation, ordinance, rule, regulation or law.

18. **Confidentiality of Terms of Agreement.** To the extent permitted by law, the terms and conditions of this Agreement shall be and remain confidential and shall not be disclosed by DCL or SC to any other person other than in confidence to employees of DCL or SC, legal counsel to DCL or SC, financial advisors to DCL or SC or independent certified public accountants to DCL or SC who are reasonably determined by the party disclosing the terms hereof to have a need to know the disclosed terms; *provided that* nothing herein shall prevent a party from supplying information about the terms of this

Agreement as required by a governmental authority or in order for a party to satisfy its legal obligations (prompt written notice of which shall be given by the disclosing to party to the other party), nor shall this provision prevent a party from disclosing the terms of this Agreement in any arbitration, mediation or other legal proceeding involving a dispute between the parties to which the terms of this Agreement are relevant.

19. **Severability.** If any provision of this Agreement is declared invalid or unenforceable, then such portion shall be deemed to be severable from this Agreement and shall not affect the remainder hereof.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon including any regulation, ordinance, or other requirements of any governmental agency having jurisdiction over the Disposal Site. The venue for any action in connection with this Agreement shall be Jackson County, Oregon.

21. **Execution by Fax.** A faxed copy of this Agreement bearing copied signatures will act as an original. Original signatures will be provided as soon as practicable after execution.

22. **Notices.** All notices required or provided for under this Agreement shall be in writing and shall be effective if delivered personally or sent by certified or registered mail with postage prepaid, or by overnight carrier addressed as follows:

If to SC, addressed to:

David Gravenkamp
Director of Public Works
305 Butte Street
Yreka, CA 96097

and

Frank J. DeMarco
Siskiyou County Counsel
P. O. Box 659
Yreka, CA 96097

If to DCL, address to:

Stephen M. Gambie
Chief Executive Officer
Dry Creek Landfill, Inc.
20 South Grape Street
Medford, Oregon 97501

and to the attorney for DCL:

Richard A. Stark
Stark and Hammack, P.C.
Attorneys at Law
201 W Main
Medford, OR 97501

or to such other address as any party shall specify by written notice so given. Any notice sent by mail shall be deemed given and received three (3) business days after the date deposited in the United States mail. Any notice or communication given by personal delivery or sent by overnight carrier or confirmed facsimile shall be deemed given upon receipt.

EXECUTED as of the day and year first above written

COUNTY OF SISKIYOU,

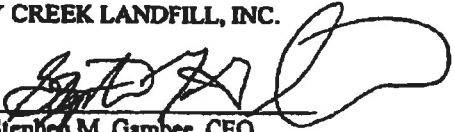
By: 
Chair, Board of Supervisors

ATTEST:
COLLEEN BAKER, COUNTY CLERK

By: 
Deputy

(Signature continues on next page)

DRY CREEK LANDFILL, INC.

By: 
Stephen M. Gamber, CEO

Taxpayer ID No. 93-1010981

APPROVED AS TO LEGAL FORM:


Frank J. DeMarco, County Counsel

APPROVED AS TO ACCOUNTING FORM:

Fund 5350 Organization 404010 Account 728210 *lee*


Auditor

APPROVED AS TO INSURANCE REQUIREMENTS


Rose Ann Herrick, Risk Management

S:\AGREEMENTS\Dry Creek Landfill SW Dip Revised AGT.wpd

Rate

**SECOND EXTENSION OF SOLID WASTE
DISPOSAL AGREEMENT**

WHEREAS, THE County of Siskiyou and Dry Creek Landfill, Inc., an Oregon corporation, entered into an agreement on the 25th day of June 2002, for the disposal of acceptable waste collected at the Tulelake transfer/recycling station; and

WHEREAS, the term of said Agreement is due to expire on June 30, 2006; and

WHEREAS, the parties hereto wish to extend said Agreement for a second five year term commencing July 1, 2006, and continuing through June 30, 2011,

NOW, THEREFORE, BE IT AGREED THAT SAID AGREEMENT SHALL BE EXTENDED FOR A TERM COMMENCING JULY 1, 2006, AND CONTINUING THROUGH JUNE 30, 2011,

All other terms and conditions of said Agreement remain in full force and effect.

20th IN WITNESS WHEREOF, the parties hereto have executed this Second Extension this day of June, 2006.

COUNTY OF SISKIYOU

By *Marcia H. Armstrong*
Marcia H. Armstrong, Chair, Board of Supervisors

ATTEST:

COLLEEN BAKER, CLERK
Board of Supervisors

By *Wendy Dingle*
Deputy

By *[Signature]*
TAXPAYER I.D. # 93-1010981

APPROVED AS TO LEGAL FORM:

Frank J. DeMarco 06/22/06
Frank J. DeMarco, County Counsel

APPROVED AS TO ACCOUNTING FORM:

Fund 5350 Organization 404010 Account 728210
[Signature]
Auditor

06/07/06

S D

APPROVED AS TO INSURANCE REQUIREMENTS

Rose Ann Herrick
Rose Ann Herrick, Risk Management

VN# 9867
CTR# 50700049 CC LOG#
ACCT 5350-404010-728210
CT AMT .01 -.01 .01
ANNUAL TOTAL

Tie to 50600348

Sharon



PO Box 3187
Central Point OR 97502
541 779 4161
Fax 541 779 4366

May 26, 2006

Mr. Roger Cummins and Mr. Randy Akana
Siskiyou County Department of Public Works
305 Butte Street
Yreka, CA 96097

Dear Sirs:

As per the Solid Waste Disposal Agreement for Landfill Disposal Services between Siskiyou County and Dry Creek Landfill, Inc., the agreement provides that the rates charged shall be adjusted each year by 85% of the yearly change in the Consumer Price Index. These documents refer, and instruct us, to utilize the Consumer Price Index listed in the Agreements.

As reported by the U.S. Bureau of Labor Statistics, the CPI-U (All Urban Consumers - U.S. City Average, 1982-1984 = 100) for October 2004 was 190.9 and for October 2005 was 199.2. This equates to an increase of 4.3%, 85% of which equals 3.68%.

The new tip fee of \$31.11 per ton will be effective as of July 1, 2006. The new rate of \$31.11 when all discounts are applied will be \$25.35. The next increase will be effective on January 1, 2007 as stipulated in our contract. Please call if you have any questions concerning this matter.

Sincerely,
DRY CREEK LANDFILL, INC.

M. Fowler

Marianne Fowler
Controller

VIN#	9867
CTS	
ACCT	5350 404010 728210
CT AMT	
	ANNUAL TOTAL

2006 JUN 30 11 35

PREVIOUS CONTRACT E0600348

This card is available on the internet on the day of publication at <http://www.bls.gov/ro9/ro9cpi1st.htm>. This card is also available on our Fax-On-Demand service. To obtain a copy call 415-975-4567. When asked for a document number, enter 9100. Eleven prior months are also on the Fax-On-Demand system, to receive a copy of September 2005, enter 9109, August 2005, enter 9108, July 2005, enter 9107, June 2005, enter 9106, May 2005, enter 9105, April 2005, enter 9104, etc.

CONSUMER PRICE INDEXES PACIFIC CITIES AND U. S. CITY AVERAGE
OCTOBER 2005
ALL ITEMS INDEXES
(1982-84=100 unless otherwise noted)

MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
				Year ending	1 Month ending					Year ending	1 Month ending	
	Oct. 2004	Sept. 2005	Oct. 2005	Sept. 2005	Oct. 2005	Oct. 2005	Oct. 2004	Sept. 2005	Oct. 2005	Sept. 2005	Oct. 2005	Oct. 2005
U. S. City Average.....	190.9	198.8	199.2	4.7	4.3	0.2	186.5	195.0	195.2	5.2	4.7	0.1
(1967=100).....	571.9	595.4	596.7	-	-	-	555.7	580.9	581.5	-	-	-
Los Angeles-Riverside-Orange Co.....	196.3	205.8	208.9	5.8	5.4	0.5	189.8	198.0	200.0	6.0	5.4	0.5
(1967=100).....	579.8	607.9	611.2	-	-	-	560.8	588.3	591.2	-	-	-
West.....	195.0	201.7	202.6	4.1	3.9	0.4	190.0	197.1	197.8	4.4	4.1	0.4
(Dec. 1977 = 100).....	315.2	326.1	327.5	-	-	-	305.7	317.1	318.2	-	-	-
West - A*.....	197.5	204.5	205.4	4.1	4.0	0.4	191.0	198.4	199.1	4.5	4.2	0.4
(Dec. 1977 = 100).....	322.0	333.5	335.0	-	-	-	309.2	321.2	322.3	-	-	-
West - B/C**(Dec. 1996=100).....	119.2	123.1	123.6	4.0	3.7	0.4	118.7	122.8	123.2	4.2	3.8	0.3

BI-MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
				Year ending	2 Months ending					Year ending	2 Months ending	
	Oct. 2004	August 2005	Oct. 2005	August 2005	Oct. 2005	Oct. 2005	Oct. 2004	August 2005	Oct. 2005	August 2005	Oct. 2005	Oct. 2005
San Francisco-Oakland-San Jose.....	200.3	203.0	205.9	2.2	2.8	1.4	196.4	199.5	202.6	2.3	3.2	1.6
(1987=100).....	615.8	623.9	633.1	-	-	-	598.1	607.5	616.9	-	-	-
Seattle-Tacoma-Bremerton.....	198.5	199.9	203.3	2.7	3.5	1.7	191.6	195.3	198.6	3.0	3.7	1.7
(1987=100).....	598.9	609.5	619.7	-	-	-	568.2	579.3	589.0	-	-	-

* A = 1,500,000 population and over

** B/C = less than 1,500,000 population

Dash (-) = Not Available.

Release date November 16, 2005. The next monthly releases are scheduled for December 15, 2005 and the next bi-monthly releases are scheduled for January 18, 2006. The next semi-annual releases are scheduled to be issued on February 22, 2006.

Anchorage (907) 271-2770
Honolulu (808) 541-2808

Los Angeles (310) 235-8884
Phoenix (480) 503-9075

Portland (503) 326-2081
San Diego (619) 557-8538

San Francisco (415) 975-4350
Seattle (206) 553-0645

This card is available on the day of release by electronic distribution. Just go to www.bls.gov/bis/bis1st.htm and sign up for the free on-line delivery service. For questions, please contact us at BLInfoSF@BLS.GOV or (415) 975-4350.



PO Box 3187
Central Point OR 97502
541 779 4161
Fax 541 779 4366

December 20, 2006

Mr. Roger Cummins and Mr. Randy Akana
Siskiyou County Department of Public Works
305 Butte Street
Yreka, CA 96097

Dear Sirs:

As per the Solid Waste Disposal Agreement for Landfill Disposal Services between Siskiyou County and Dry Creek Landfill, Inc., the agreement provides that the rates charged shall be adjusted each year by 85% of the yearly change in the Consumer Price Index. These documents refer, and instruct us, to utilize the Consumer Price Index listed in the Agreements.

As reported by the U.S. Bureau of Labor Statistics, the CPI-U (All Urban Consumers - U.S. City Average, 1982-1984 = 100) for October 2005 was 199.2 and for October 2006 was 201.8. This equates to an increase of 1.3%, 85% of which equals 1.11%.

The new tip fee of \$31.46 per ton will be effective as of January 1, 2007. The new rate of \$31.46 when all discounts are applied will be \$25.64. The next increase will be effective on January 1, 2008 as stipulated in our contract. Please call if you have any questions concerning this matter.

Sincerely,
DRY CREEK LANDFILL, INC.

Marianne Fowler
Controller

New Rate Effective 1/1/07

2006 DEC 27 PM 10 52

C: Auditor 12/28/06

This card is available on the Internet on the day of publication at <http://www.bls.gov/ro9/pachist.htm>. Twenty year historical files for any of the indexes listed below are also available on the WEB by going to <http://www.bls.gov/ro9/mostrequ.htm>.

CONSUMER PRICE INDEXES PACIFIC CITIES AND U. S. CITY AVERAGE
OCTOBER 2006
ALL ITEMS INDEXES

(1982-84=100 unless otherwise noted)

MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
				Year ending		1 Month ending				Year ending		1 Month ending
	Oct. 2005	Sept. 2006	Oct. 2006	Sept. 2006	Oct. 2006	Oct. 2006	Oct. 2005	Sept. 2006	Oct. 2006	Sept. 2006	Oct. 2006	Oct. 2006
U. S. City Average.....	199.2	202.9	201.8	2.1	1.3	-0.5	195.2	198.4	197.0	1.7	0.9	-0.7
(1967=100).....	596.7	607.9	604.6	-	-	-	581.5	591.0	586.7	-	-	-
Los Angeles-Riverside-Orange Co.....	206.9	212.9	211.4	3.4	2.2	-0.7	200.0	205.3	203.5	3.2	1.8	-0.9
(1967=100).....	611.2	628.9	624.6	-	-	-	591.2	606.7	601.4	-	-	-
West.....	202.6	207.8	207.1	3.0	2.2	-0.3	197.8	202.4	201.3	2.7	1.8	-0.5
(Dec. 1977 = 100).....	327.5	335.9	334.7	-	-	-	318.2	325.7	323.9	-	-	-
West - A*.....	205.4	211.3	210.5	3.3	2.5	-0.4	199.1	204.3	203.0	3.0	2.0	-0.6
(Dec. 1977 = 100).....	335.0	344.6	343.3	-	-	-	322.3	330.7	328.6	-	-	-
West - B/C** (Dec. 1996=100).....	123.6	125.9	125.5	2.3	1.5	-0.3	123.2	125.6	125.0	2.3	1.5	-0.5

BI-MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
				Year ending		2 Months ending				Year ending		2 Months ending
	Oct. 2005	August 2006	Oct. 2006	August 2006	Oct. 2006	Oct. 2006	Oct. 2005	August 2006	Oct. 2006	August 2006	Oct. 2006	Oct. 2006
San Francisco-Oakland-San Jose.....	205.9	210.7	211.0	3.8	2.5	0.1	202.6	206.7	206.2	3.6	1.8	-0.2
(1967=100).....	633.1	647.9	648.7	-	-	-	616.9	629.4	627.8	-	-	-
Seattle-Tacoma-Bremerton.....	203.3	209.6	209.8	4.9	3.2	0.1	198.6	205.1	203.9	5.0	2.7	-0.6
(1967=100).....	619.7	639.0	639.7	-	-	-	589.0	608.5	604.9	-	-	-

* A = 1,500,000 population and over

** B/C = less than 1,500,000 population

Dash (-) = Not Available.

Release date November 16, 2006. The next monthly releases are scheduled to be published on December 15, 2006 and the next bi-monthly releases are scheduled to be issued on January 18, 2007. The next semi-annual releases are scheduled to be issued on February 21, 2007.

Anchorage (907) 271-2770
Honolulu (808) 541-2808

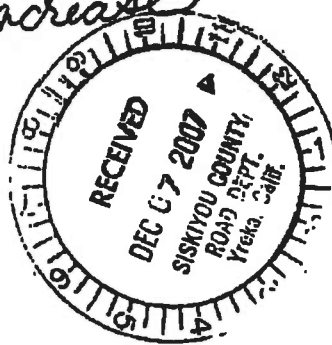
Los Angeles (310) 235-6884
Phoenix (480) 503-9075

Portland (503) 326-5818
San Diego (619) 557-6538

San Francisco (415) 975-4350
Seattle (206) 553-0645

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Attachment to EO 700049
Re: rate increase



PO Box 3187
Central Point OR 97502
541 779 4161
Fax 541 779 4366

December 1, 2007

Mr. Roger Cummins and Mr. Randy Akana
Siskiyou County Department of Public Works
305 Butte Street
Yreka, CA 96097

Dear Sirs:

As per the Solid Waste Disposal Agreement for Landfill Disposal Services between Siskiyou County and Dry Creek Landfill, Inc., the agreement provides that the rates charged shall be adjusted each year by 85% of the yearly change in the Consumer Price Index. These documents refer, and instruct us, to utilize the Consumer Price Index listed in the Agreements.

As reported by the U.S. Bureau of Labor Statistics, the CPI-U (All Urban Consumers - U.S. City Average, 1982-1984 = 100) for October 2006 was 201.8 and for October 2007 was 208.9. This equates to an increase of 3.5%, 85% of which equals 2.98%.

The new tip fee of \$32.40 per ton will be effective as of January 1, 2008. The new rate of \$32.40 when all discounts are applied will be \$26.41. The next increase will be effective on January 1, 2008 as stipulated in our contract. Please call if you have any questions concerning this matter.

Sincerely,
DRY CREEK LANDFILL, INC.

M. Fowler
Marianne Fowler
Controller



PO Box 3187

Central Point OR 97502

541 779 4161

Fax 541 779 4366

November 30, 2009

Ms. Mellssa Cummins and Mr. Randy Akana
Siskiyou County Department of Public Works
P.O. Box 1127
Yreka, CA 96097

Dear Mellssa and Randy:

As per the Solid Waste Disposal Agreement for Landfill Disposal Services between Siskiyou County and Dry Creek Landfill, Inc., the agreement provides that the rates charged shall be adjusted each year by 85% of the yearly change in the Consumer Price Index. These documents refer, and instruct us, to utilize the Consumer Price Index listed in the Agreements.

As reported by the U.S. Bureau of Labor Statistics, the CPI-U (All Urban Consumers - U.S. City Average, 1982-84 = 100) for October 2008 was 216.6 and for October 2009 was 216.2. This equates to a decrease of -.2%, 85% of which equates to -.17%.

The new rate of \$33.36 per ton will be effective January 1, 2010. Please call if you have any questions concerning this matter.

Sincerely,
DRY CREEK LANDFILL, INC.

Brenda B. Olsson
Brenda B. Olsson
Assistant Controller

$$\begin{array}{r}
 \rightarrow 33.36 \\
 (-) \times 18.4990 \\
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 \rightarrow 6.168264 \\
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 = 27.19 \\
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 E1100165 \quad 2 \\
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 \end{array}$$



PO Box 3187

Central Point OR 97502

541 779 4161

Fax 541 779 4366

November 30, 2010

Ms. Melissa Cummins and Mr. Randy Akana
Siskiyou County Department of Public Works
P.O. Box 1127
Yreka, CA 96097

Dear Melissa and Randy:

As per the Solid Waste Disposal Agreement for Landfill Disposal Services between Siskiyou County and Dry Creek Landfill, Inc., the agreement provides that the rates charged shall be adjusted each year by 85% of the yearly change in the Consumer Price Index. These documents refer, and instruct us, to utilize the Consumer Price Index listed in the Agreements.

As reported by the U.S. Bureau of Labor Statistics, the CPI-U (All Urban Consumers - U.S. City Average, 1982-84 = 100) for October 2009 was 216.2 and for October 2010 is 218.7. This equates to an increase of 1.2%, 85% of which equates to 1.0%.

The new tip fee of \$33.70 per ton will be effective January 1, 2011. The new rate of \$33.70 when all discounts are applied will be \$27.47. Please call if you have any questions concerning this matter.

Sincerely,
DRY CREEK LANDFILL, INC.

Brenda B. Olfson
Assistant Controller

*Scan to Append
E0600348*

Append

E1100165

*DV
S*



PO Box 3187

Central Point OR 97502

541 779 4161

Fax 541 779 4366

November 30, 2011

Ms. Melissa Cummins and Mr. Randy Akana
Siskiyou County Department of Public Works
P.O. Box 1127
Yreka, CA 96097

Dear Melissa and Randy:

As per the Solid Waste Disposal Agreement for Landfill Disposal Services between Siskiyou County and Dry Creek Landfill, Inc., the agreement provides that the rates charged shall be adjusted each year by 85% of the yearly change in the Consumer Price Index. These documents refer, and instruct us, to utilize the Consumer Price Index listed in the Agreements.

As reported by the U.S. Bureau of Labor Statistics, the CPI-U (All Urban Consumers - U.S. City Average, 1982-84 = 100) for October 2010 was 218.7 and for October 2011 was 226.4. This equates to an increase of 3.5%, 85% of which equates to 3.0%.

The new tip fee of \$34.71 per ton will be effective January 1, 2012. The new rate of \$34.71 when all discounts are applied will be \$28.29. Please call if you have any questions concerning this matter.

Sincerely,
DRY CREEK LANDFILL, INC.

Brenda B. Olsson

Brenda B. Olsson
Assistant Controller

2011-NOV-31 AM 11:23
SISKIYOU COUNTY
PUBLIC WORKS

CONSUMER PRICE INDEXES PACIFIC CITIES AND U. S. CITY AVERAGE

October 2011

ALL ITEMS INDEXES

(1982-84=100 unless otherwise noted)

MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
				Year ending		1 Month ending				Year ending		1 Month ending
	Oct 2010	Sep 2011	Oct 2011	Sep 2011	Oct 2011	Oct 2011	Oct 2010	Sep 2011	Oct 2011	Sep 2011	Oct 2011	Oct 2011
U. S. City Average.....	218.711	226.889	228.421	3.9	3.5	-0.2	214.623	223.688	223.043	4.4	3.9	-0.3
(1967=100).....	655.162	679.658	678.258	-	-	-	639.296	666.299	664.376	-	-	-
Los Angeles-Riverside-Orange Co.....	226.794	233.022	233.049	3.1	2.8	0.0	219.339	226.096	226.116	3.5	3.1	0.0
(1967=100).....	670.050	688.450	688.530	-	-	-	648.213	668.183	668.242	-	-	-
West	221.708	229.147	229.195	3.5	3.4	0.0	216.273	224.237	224.268	3.9	3.7	0.0
(Dec. 1977 = 100)	358.379	370.404	370.481	-	-	-	347.971	360.785	360.835	-	-	-
West - A*	226.058	233.221	233.259	3.3	3.2	0.0	219.017	226.764	226.759	3.8	3.5	0.0
(Dec. 1977 = 100)	388.619	380.300	380.381	-	-	-	354.546	367.088	367.078	-	-	-
West - B/C** (Dec. 1996=100).....	133.745	138.584	138.696	3.8	3.7	0.1	133.622	138.770	138.884	4.1	3.9	0.1

BI-MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
				Year ending		2 Months ending				Year ending		2 Months ending
	Oct 2010	Aug 2011	Oct 2011	Aug 2011	Oct 2011	Oct 2011	Oct 2010	Aug 2011	Oct 2011	Aug 2011	Oct 2011	Oct 2011
San Francisco-Oakland-San Jose.....	228.107	234.608	235.331	2.9	3.2	0.3	224.352	231.445	232.971	3.2	3.6	0.4
(1967=100).....	701.263	721.251	723.474	-	-	-	683.170	704.769	707.590	-	-	-
Seattle-Tacoma-Bremerton.....	227.251	233.810	235.916	2.7	3.8	0.9	223.112	230.558	232.697	3.2	4.3	0.9
(1967=100).....	692.749	712.742	719.163	-	-	-	661.751	683.835	690.178	-	-	-

* A = 1,500,000 population and over

** B/C = less than 1,500,000 population

Dash (-) = Not Available.

Release date Nov. 16, 2011. The next monthly releases are scheduled for Dec. 16, 2011. The next bi-monthly releases are scheduled for Jan. 19, 2012.

Please note: As of October 1, 2009 all hotline numbers were discontinued with the exception of San Francisco's. Customers can continue to receive information by calling the BLS West Region Information Office: (415) 625-2270.

This card is available on the day of release by electronic distribution. Just go to www.bls.gov/bis/list.htm and sign up for the free on-line delivery service. For questions, please contact us at BLInfoSF@BLS.GOV or (415) 625-2270.



SISKIYOU COUNTY
PUBLIC WORKS

2012 NOV 26 AM 11 43

November 20, 2012

PO Box 3187

Central Point OR 97502

541 779 4161

Fax 541 779 4366

Ms. Laurie Penner and Mr. Randy Akana
Siskiyou County Department of Public Works
P.O. Box 1127
Yreka, CA 96097

Dear Laurie and Randy:

As per the Solid Waste Disposal Agreement for Landfill Disposal Services between Siskiyou County and Dry Creek Landfill, Inc., the agreement provides that the rates charged shall be adjusted each year by 85% of the yearly change in the Consumer Price Index. These documents refer, and instruct us, to utilize the Consumer Price Index listed in the Agreements.

As reported by the U.S. Bureau of Labor Statistics, the CPI-U (All Urban Consumers – U.S. City Average, 1982-84 = 100) for October 2011 was 226.4 and for October 2012 was 231.3. This equates to an increase of 2.2%, 85% of which equates to 1.9%.

The new tip fee of \$35.36 per ton will be effective January 1, 2013. The new rate of \$35.36 when all discounts are applied will be \$28.81. Please call if you have any questions concerning this matter.

Sincerely,
DRY CREEK LANDFILL, INC.

Brenda B. Olfson
I/S & Finance Operations Manager

CONSUMER PRICE INDEXES PACIFIC CITIES AND U. S. CITY AVERAGE

October 2012

ALL ITEMS INDEXES

(1982-84=100 unless otherwise noted)

MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
				Year ending	1 Month ending	Year ending				1 Month ending		
Oct 2011	Sep 2012	Oct 2012	Sep 2012	Oct 2012	Oct 2012	Oct 2011	Sep 2012	Oct 2012	Sep 2012	Oct 2012	Oct 2012	
U. S. City Average.....	226.421	231.407	231.317	2.0	2.2	0.0	223.043	228.184	227.974	2.0	2.2	-0.1
(1967=100).....	678.258	693.192	692.923	-	-	-	664.376	679.690	679.066	-	-	-
Los Angeles-Riverside-Orange Co.....	233.049	238.104	240.111	2.2	3.0	0.8	226.116	231.085	233.431	2.2	3.2	1.0
(1967=100).....	688.530	703.465	709.396	-	-	-	668.242	682.927	689.861	-	-	-
West	229.195	234.083	234.966	2.2	2.5	0.4	224.268	228.798	229.849	2.0	2.5	0.5
(Dec. 1977 = 100)	370.481	378.382	379.809	-	-	-	360.835	368.123	369.815	-	-	-
West - A*.....	233.259	238.684	239.901	2.3	2.8	0.5	226.759	232.024	233.516	2.3	3.0	0.6
(Dec. 1977 = 100)	380.361	389.208	391.192	-	-	-	367.078	375.601	378.017	-	-	-
West - B/C**(Dec. 1996=100).....	138.696	140.600	140.847	1.5	1.6	0.2	138.884	140.649	140.914	1.4	1.5	0.2
BI-MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
				Year ending	2 Months ending	Year ending				2 Months ending		
Oct 2011	Aug 2012	Oct 2012	Aug 2012	Oct 2012	Oct 2012	Oct 2011	Aug 2012	Oct 2012	Aug 2012	Oct 2012	Oct 2012	
San Francisco-Oakland-San Jose.....	235.331	241.170	242.834	2.8	3.2	0.7	232.371	238.445	240.864	3.0	3.7	1.0
(1967=100).....	723.474	741.425	746.538	-	-	-	707.590	726.085	733.451	-	-	-
Seattle-Tacoma-Bremerton.....	235.916	240.213	241.355	2.7	2.3	0.5	232.697	236.750	237.947	2.7	2.3	0.5
(1967=100).....	719.163	732.261	735.743	-	-	-	690.178	702.199	705.750	-	-	-

* A = 1,500,000 population and over

** B/C = less than 1,500,000 population

Dash (-) = Not Available.

Release date Nov. 15, 2012. The next monthly releases are scheduled for Dec. 14, 2012. The next bi-monthly releases are scheduled for Jan. 16, 2013.

Please note: As of October 1, 2009 all hotline numbers were discontinued with the exception of San Francisco's. Customers can continue to receive information by calling the BLS West Region Information Office: (415) 625-2270.

This card is available on the day of release by electronic distribution. Just go to www.bls.gov/bls/list.htm and sign up for the free on-line delivery service. For questions, please contact us at BLSinfoSF@BLS.GOV or (415) 625-2270.



SISKIYOU COUNTY
PUBLIC WORKS
2013 NOV 27 PM 12 06

November 25, 2013

PO Box 3187
Central Point OR 97502
541 779 4161
Fax 541 779 4366

Ms. Laurie Penner and Mr. Randy Akana
Siskiyou County Department of Public Works
P.O. Box 1127
Yreka, CA 96097

Dear Laurie and Randy:

As per the Solid Waste Disposal Agreement for Landfill Disposal Services between Siskiyou County and Dry Creek Landfill, Inc., the agreement provides that the rates charged shall be adjusted each year by 85% of the yearly change in the Consumer Price Index. These documents refer, and instruct us, to utilize the Consumer Price Index listed in the Agreements.

As reported by the U.S. Bureau of Labor Statistics, the CPI-U (All Urban Consumers – U.S. City Average, 1982-84 = 100) for October 2012 was 231.3 and for October 2013 was 233.5. This equates to an increase of 1.0%, 85% of which equates to .85%.

The new tip fee of \$35.66 per ton will be effective January 1, 2014. The new rate of \$35.66 when all discounts are applied will be \$29.06. Please call if you have any questions concerning this matter.

Sincerely,
DRY CREEK LANDFILL, INC.

Brenda B. Olfson
I/S & Finance Operations Manager

CONSUMER PRICE INDEXES PACIFIC CITIES AND U. S. CITY AVERAGE

October 2013

ALL ITEMS INDEXES

(1982-84=100 unless otherwise noted)

MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
				Year ending	1 Month ending					Year ending	1 Month ending	
Oct 2012	Sep 2013	Oct 2013	Sep 2013	Oct 2013	Oct 2013	Oct 2012	Sep 2013	Oct 2013	Sep 2013	Oct 2013	Oct 2013	
U. S. City Average.....	231.317	234.149	233.546	1.2	1.0	-0.3	227.974	230.537	229.735	1.0	0.8	-0.3
(1967=100).....	692.923	701.406	699.601	-	-	-	679.066	686.700	684.311	-	-	-
Los Angeles-Riverside-Orange Co.....	240.111	239.611	239.940	0.6	-0.1	0.1	233.431	232.817	232.735	0.7	-0.3	0.0
(1967=100).....	709.396	707.917	708.891	-	-	-	689.861	688.046	687.803	-	-	-
West	234.966	237.146	237.000	1.3	0.9	-0.1	229.849	231.553	231.244	1.2	0.6	-0.1
(Dec. 1977 = 100)	379.809	383.334	383.097	-	-	-	369.815	372.556	372.058	-	-	-
West - A*.....	239.901	241.884	241.902	1.3	0.8	0.0	233.516	234.875	234.682	1.2	0.5	-0.1
(Dec. 1977 = 100)	391.192	394.426	394.455	-	-	-	378.017	380.217	379.905	-	-	-
West - B/C**(Dec. 1996=100).....	140.847	142.277	141.954	1.2	0.8	-0.2	140.914	142.228	141.889	1.1	0.7	-0.2

BI-MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
				Year ending	2 Months ending					Year ending	2 Months ending	
Oct 2012	Aug 2013	Oct 2013	Aug 2013	Oct 2013	Oct 2013	Oct 2012	Aug 2013	Oct 2013	Aug 2013	Oct 2013	Oct 2013	
San Francisco-Oakland-San Jose.....	242.834	246.072	246.617	2.0	1.6	0.2	240.864	242.903	243.711	1.9	1.2	0.3
(1967=100).....	746.538	756.494	758.169	-	-	-	733.451	739.659	742.120	-	-	-
Seattle-Tacoma-Bremerton.....	241.355	242.767	242.787	1.1	0.6	0.0	237.947	239.343	239.363	1.1	0.6	0.0
(1967=100).....	735.743	740.048	740.109	-	-	-	705.750	709.892	709.949	-	-	-

* A = 1,500,000 population and over

** B/C = less than 1,500,000 population

Dash (-) = Not Available.

Release date Nov. 20, 2013. The next monthly releases are scheduled for Dec. 17, 2013. The next bi-monthly releases are scheduled for mid-January 2014.

Please note: As of October 1, 2009 all hotline numbers were discontinued with the exception of San Francisco's. Customers can continue to receive information by calling the BLS West Region Information Office: (415) 625-2270.

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COPY

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201

**ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS ADDENDUM is to that Contract for Services entered into on the 25th day of June, 2002 by and between the County of Siskiyou ("County") and Dry Creek Landfill, Inc. ("Contractor") and is entered into this 15th day of November, 2012.

WHEREAS, the Contract will expire on 31st day of December 2012 and services continue to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 3 of the Contract for Services shall be amended to extend the term of the contract through the 31st of December 2013.

All other terms and conditions of the Contract for Services shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Contract for Services the date hereinabove set forth.

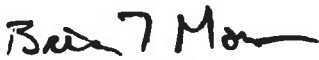
COUNTY OF SISKIYOU

CONTRACTOR

By: 
Tom Odom
County Administrator

By: 
Dry Creek Landfill, Inc
Taxpayer I.D. 93-1010981

APPROVED AS TO LEGAL FORM:


Brian Morris
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
Fund 5350 Organization 404010 Account 728210 


Jennie Ebejer, Auditor-Controller



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/25/2013

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

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

PRODUCER Wells Fargo Insurance Services USA, Inc 975 Oak Street, Suite 900 Eugene, OR 97401	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table style="width: 100%; border: none;"> <tr> <td style="width: 80%; text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 20%; text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Greenwich Insurance Company</td> <td style="text-align: center;">22322</td> </tr> <tr> <td>INSURER B: XL Specialty Insurance Company</td> <td style="text-align: center;">37885</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Greenwich Insurance Company	22322	INSURER B: XL Specialty Insurance Company	37885	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															
INSURED Dry Creek Landfill, Inc. PO Box 3187 Central Point, OR 97502															

COVERAGES **CERTIFICATE NUMBER: 6615873** **REVISION NUMBER: See below**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			GEC003582702	10/1/2013	10/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> \$1,000 BI/PPD Deduct.						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY			AEC003582402	10/1/2013	10/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> DED	<input type="checkbox"/> CLAIMS-MADE					\$
	<input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Evidence

CERTIFICATE HOLDER Siskiyou County PO Box 1127 Yreka, CA 96097	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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