

**EXHIBIT B**

**AMENDMENT TO THE COLLECTION AGREEMENT  
OF THE TOWN OF ROSS WITH MARIN SANITARY SERVICE**

THIS AMENDMENT to the Collection Agreement of the Town of Ross (Town) with Marin Sanitary Service (Company) is made and entered into this 13<sup>th</sup> day of December, 2012.

WHEREAS, the Town and Company entered into a written agreement on February 13, 1964 pursuant to which the Company renders Solid Waste, Recyclable Material and Green Waste collection, processing and disposal services to businesses and residents in the Town; and

WHEREAS, the Town and Company last amended this agreement on October 12<sup>th</sup>, 2000; and

WHEREAS, the Town and Company now desire an amendment to incorporate certain provisions related to the Marin Hazardous and Solid Waste Management Joint Powers Authority (Authority) Zero Waste Goal; and

WHEREAS, the Town and Company now desire to amend certain procedures related to the determination of Contractor's Compensation and Rate Adjustment;

NOW THEREFORE, it is mutually agreed as follows:

1. Section 2. Grant of Franchise, Term. Paragraph (B) shall be amended to read: the Agency and Company shall meet no less frequently than annually to discuss progress toward achievement of the Authority Zero Waste Goal, other local needs, regulatory changes, and industry developments as well as proposed changes to the services provided hereunder and the impact on rates of such changes.
2. Section 3. Services, Rate Setting and Rates, Equipment shall be amended to add:

(E) Reporting:

(1) General. Company shall provide the Town reports of operations necessary for the Town to comply with State reporting regulations and management of Agreement. All costs associated with preparation of the required reports are the sole responsibility of the Company. The Company shall submit formats of all reports to Town and Town shall in advance approve the format, specific content and software used for each type of report; such approval not being unreasonably withheld.

(2) Quarterly Reporting. Company shall submit to the Town a report of all customer service complaints (the Complaint Log) and any action taken by Company in response to these complaints. Customer calls for new starts, final service, or the exchange of carts for a different size shall not constitute a complaint. Calls for missed pickups or any other call including accidents, injuries, and property damage shall be listed in the Complaint Log.

(3) Annual Reporting. Company shall provide a comprehensive report to Town annually that will provide a description and progress of: all Zero Waste programs and the status of new

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technologies as well as industry practices that could enhance progress towards zero waste; public education, outreach and technical support activities undertaken during the year, including distribution of bill inserts, numbers of customers directly personally contacted regarding diversion services, number of waste audits and results, collection notification tags, community information including website and newsletters and events, tours and other activities; Recycling and Organics program participation "set outs" by residential, multi-family and commercial accounts; year to year changes in customer account data segregated by type of service, container size and frequency of collection; annual gross receipts and payments made to Town segregated by type of payment. Company shall provide Town a report on quantities and types of Refuse, Recyclable Material and Green Waste/Food Waste collected. Company shall provide Town a report on curbside recycling tonnage diverted and shall report to Town the per capita landfill tonnages generated. Company shall report to Town the average monthly market value per ton of recyclable materials collected as reported in the Waste & Recycling News, Los Angeles Region (Southwest USA). In addition, Company shall provide updates to the Town on the progress of programs or services implemented during the past two years

(4) Certificate of End Use. If requested by the Town, Company will obtain a certification of end use documentation from the purchaser/recipients of Recovered Materials establishing that the materials sold have been, in fact, recycled, reused or acquired for a use that will allow the Recovered Materials to qualify, under State regulations, as having been diverted from disposal. The documentation shall be sufficient in form and content to satisfy the California Department of Resources, Recycling and Recovery (CalRecycle) that the materials have been diverted.

3. Exhibit A - Description of Services shall be provided in Exhibit A.1 Description of Services, attached hereto.
4. Exhibit B - Rate Setting Methodology shall be provided in Exhibit B.1 Rate Setting Methodology, attached hereto.
5. Except as specifically amended herein, the Amendment and Restatement of Collection Agreement of the Town of Ross with Marin Sanitary Service, as originally entered into February 13, 1964 and any subsequent amendments approved by the Town, shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

20 Feb 13

Date (month, day and year)

Marin Sanitary Service

By:



President

12/13/12

Date (month, day and year)

Town of Ross

By:



Town Manager

By:



Secretary

By:



Town Clerk

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**Attachment A.1**

**Marin Sanitary Service – Description of Services**

MARIN SANITARY SERVICES

Description of Services

**GENERAL**

Company shall provide collection services using modern automated and semi-automated equipment with the Company's name and telephone number clearly visible from the outside of the vehicle or equipment.

Company will provide carts or bins to residential and commercial customers that are clearly labeled for their allowable contents, with garbage, recyclables, or compostables. Containers provided by the company are the property of the company.

Company to provide an updated website with information on residential and commercial services offered and current customer rates. The website will contain recycling information for residential customers including materials accepted at the curbside, disposal and recycling information for items not accepted at the curbside, and information on the household hazardous waste collection center. The website will contain recycling information for commercial customers including information on the State mandatory commercial recycling law, availability of recycling services tailored to individual businesses. The website will also include information on the services available to meet the requirements of Town's construction and demolition ordinance and the materials accepted at the Marin Resource Recovery Center (MRRC).

Company to provide customer billing and payment options including automatic billing, credit card billing, and online payments.

Company to provide annual reporting to Town on customer education and outreach activities.

Company to provide quarterly reporting on customer service complaints.

**RESIDENTIAL SERVICE (FOUR OR FEWER UNITS IN A SINGLE STRUCTURE)**

Garbage:

Company shall provide semi-automated tipper carts in 20, 32, 64, and 96-gallon capacities to be placed at the curb or Company-designated location for one time per week collection for rates and fees as listed in Exhibit C. 20-gallon carts are available for smaller households and intensive recyclers. Carts should

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be placed at the designated collection location by 6:00 am the day of service. On-site collection for cans not at the curb is available for an extra charge. Items placed outside the cart or overflowing carts will incur an additional charge. Carts are the property of MSS. Company will determine the appropriate collection location. Customers may set out additional containers or bags not to exceed 32 gallons in size for a fee as listed in Exhibit C. Low-income rates listed in Exhibit C are available for qualifying customers.

#### Recycling:

Company shall provide all residential customers with one 64-gallon dual sort recycling cart, one side for paper and fiber products, one side for glass, metal and plastic (#1-#7) bottles and containers EXCLUDING polystyrene and compostable plastics, and may set out unlimited additional customer-owned containers for each commodity. Cardboard may be broken down and tied into 24" x 24" bundles and left beside the recycling container. Carts or containers must be placed at the curb, or upon approval of company the designated collection location next to their garbage container for one time per week collection by 6:00 am the day of service. Customers may set out additional containers of acceptable recyclable material at no charge. Dual Sort Carts are the property of MSS. All residential customers must be offered recycling collection.

Recyclable material placed in company containers or at the curb for collection is the property of MSS, and the theft thereof is a crime.

#### Organics:

Company shall provide all residential customers with one 64-gallon "green" cart for organics to be placed at the curb or Company-approved designated collection location next to their garbage container for one time per week collection by 6:00 am the day of service. Customers may, for a fee as listed in Exhibit C Rates, have up to two additional 64 gallon "green" carts to be set out on the regularly scheduled day. Individual "green" carts should weigh not more than 65 pounds. Green carts are the property of MSS. All residential customers must be offered organics collection.

#### **Additional Services**

Special pickups of large, hard to handle or bulky items may be requested for an additional fee as listed in Exhibit C. Estimates can be provided. These bulky items will be collected in non-compaction vehicles and taken to MRRC for sorting resulting in greater re-use and recycling. Extra material can be collected for a fee as listed in Exhibit C in cans or bags not greater than 32 gallons when placed next to the regular container on collection day.

Holiday trees will be collected curbside on the regular scheduled pickup day during the month of January. If trees are greater than six (6) feet in length, they must be cut in half. All metal stands, plastic tree bags, and ornaments must be removed. Flocked trees will not be accepted.

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#### COMMERCIAL SERVICE

##### Garbage:

Company shall provide semi-automated or automated tipper carts in 32, 64, and 96-gallon capacities to be placed for collection at the curb or upon approval of company the designated collection location. On-site collection for cans not at the curb is available for an extra charge. Company will also provide bins from 2, 3-, 4-, 5-, 6-, 10-, or 18-yard capacities for large volumes of material. Service levels range from one time per week to six times per week. Customers may set out additional containers or bags not to exceed 32 gallons in size for a fee as listed in Exhibit C. Company retains approval of all service locations for bins. Company also services customer owned compactor units for the fees as listed in Exhibit C. For safety and equipment purposes company retains right of approval as to the type of compactor to be serviced and service location.

##### Recycling:

Company shall provide unlimited commercial recycling collection of glass bottles/jars; aluminum and metal cans and containers; all plastic bottles and containers marked #1 - #7 (except polystyrene and compostable plastics); newsprint; office paper; and, fiber or cardboard. These materials will be collected in source-separated color coded carts: blue for paper and paper-fiber products and brown for accepted commingled glass, metal and plastics. Company provides semi-automated tipper carts in 32 and 64-gallon capacity for collection from one time per week to six times per week. Company can provide 3-yard rear loading bins for cardboard collection with the Company's approval of the size and location. Company will evaluate the appropriate container sizes on an individual customer basis. Pickups can be scheduled from one time per week to six times per week. Company is to perform a simple visual waste audits at least one time per year for each commercial account to provide an estimate of the amount of recyclables still in the garbage to help guide the customer in service changes to increase recycling. For an additional fee per Exhibit C, the Company can perform a detailed waste audit to determine composition and characterization of waste and will provide a detailed report with photos showing the waste streams. This report will provide a detailed plan with recommendations regarding recycling service changes as well as an outreach and education plan. Recycling services must be offered to all commercial customers.

Recyclable material placed in company containers or at the curb for collection is the property of MSS, and the theft thereof is a crime.

Company will provide services to comply with the State's Mandatory Commercial Recycling law.

##### Organics:

Company is working with franchising agencies to develop and implement a commercial organics collection program. The first phase of this program will be the implementation of a pre-consumer

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commercial food-to-energy program in partnership with Central Marin Sanitation Agency. This is a food scraps only collection program. The second phase of removing organics from the commercial stream will be to determine the feasibility of a post-consumer commercial composting program that would parallel the residential program which includes food scraps and food soiled papers. Upon approval of the program, the Company will perform a waste audit of all commercial customers for evaluation and inclusion into the food waste collection program, and inform customers of all options to participate. This section of Attachment A.1 will be amended to include organics collection with rates and fees listed in Exhibit C.

#### Additional Services:

Special pickups of large, hard to handle or bulky items may be requested for an additional fee as listed in Exhibit C. Estimates can be provided. These bulky items will be collected in non-compaction vehicles and taken to MRRRC for sorting resulting in greater re-use and recycling. Extra material can be collected for a fee as listed in Exhibit C in cans or bags not greater than 32 gallons when placed next to the regular container on collection day.

#### **MULTI-FAMILY (FIVE OR MORE UNIT STRUCTURES)**

##### Garbage:

MSS provides semi-automated or automated tipper carts in 32, 64, and 96-gallon capacities for collection at the curb or designated collection location. Minimum service for all multi-family units is 32 gallons per unit, or the equivalent bin service. On-site collection for cans not at the curb is available for an extra charge. Company will also provide bins from 2-, 3-, 4-, 5-, 6-yard capacities for large volumes of material. Service levels range from one time per week to six times per week. Company retains approval of service locations for bins. Company also services customer-owned compactor units for the fees as listed in Exhibit C. For safety and equipment purposes, Company retains right of approval as to compactor type and service location. Apartments or multi-family complexes which have cart service for garbage (no bin service) and fewer than 10 units, may be eligible to waive the 32 gallon per unit minimum in exchange for 20-gallon minimum service at the discretion of MSS based on history of material collected at that location. Each complex would be required to have a 20 gallon cart for each unit. Complexes must have in place and make use of all available recycling services to be considered eligible for the waiver.

##### Recycling:

Company provides unlimited multi-family recycling collection of glass bottles/jars; aluminum and metal cans and containers; all plastic bottles and containers marked # 1-7 (except polystyrene and compostable plastics); newsprint, office paper, and fiber or cardboard. These materials will be collected in source separated color coded carts: blue for paper and paper fiber products and brown for accepted commingled glass, metal and plastics. Cardboard or fiber not able to fit in containers may be broken

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down and tied into 24" x 24" bundles and placed alongside the recycling containers for collection. The list of acceptable material may be found in Attachment A.2. Company is to perform a simple visual waste audit at least one time per year for each commercial account to provide an estimate of the amount of recyclables still in the garbage to help guide the customer in service changes to increase recycling. For an additional fee per Exhibit C, the Company can perform a detailed waste audit to determine composition and characterization of waste and will provide a detailed report with photos showing the waste streams. This report will provide a detailed plan with recommendations regarding recycling service changes as well as an outreach and education plan. Company provides semi-automated tipper carts in 32 and 64-gallon capacity for collection from one time per week to six times per week. Recycling services must be offered to all multi-family customers.

Recyclable material placed in company containers or at the curb for collection is the property of MSS, and the theft thereof is a crime.

Company will provide services to comply with the State's Mandatory Commercial Recycling law.

#### Organics:

Company is working with franchising agencies to develop and implement a commercial organics collection program. The first phase of this program will be the implementation of a pre-consumer commercial food-to-energy program in partnership with Central Marin Sanitation Agency. This is a food scraps only collection program. The second phase of removing organics from the commercial stream will be to determine the feasibility of a post-consumer commercial composting program that would parallel the residential program which includes food scraps and food soiled papers. The list of acceptable material may be found in Attachment A.2. Upon approval of the program, the Company will perform a waste assessment of all commercial customers for evaluation and inclusion into the organics collection program, and inform customers of all options to participate. This section of Attachment A.1 will be amended to include organics collection with rates and fees listed in Exhibit C.

#### Additional Services:

Special pickups of large, hard to handle or bulky items may be requested for an additional fee as listed in Exhibit C. Estimates can be provided. These bulky items will be collected in non-compaction vehicles and sorted at MRRC for greater re-use and recycling. Extra material can be collected for a fee as listed in Exhibit C in cans or bags not greater than 32 gallons when placed next to the regular container on collection day.

### **MUNICIPAL SERVICES**

#### Garbage:

Company will provide collection services up to six times per week for all Town-owned containers located in public areas of the Town at a service level determined by the Town. Town owns and maintains all



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Town- owned containers located in public areas and parks. Company shall provide semi-automated or automated tipper carts in 32, 64-gallon sizes, or bins from 2, 3-, 4-, 5-, 6-, 10-, or 18-yard capacities for large volumes of material upon request for service at Town-owned facilities. Town will provide Company with locations of all Town-owned containers.

#### Recycling:

Company shall provide unlimited commercial recycling collection of glass bottles/jars; aluminum and metal cans and containers; all plastic bottles and containers marked # 1-7 (except polystyrene and compostable plastics); newsprint, office paper, and fiber or cardboard. These materials will be collected in source separated color coded carts: blue for paper and paper fiber products and brown for accepted commingled glass, metal and plastics. Company provides semi-automated tipper carts in 32 and 64-gallon capacity for collection from one time per week to six times per week. Company can provide 1- 3-yard rear loading bins for cardboard collection with the Company's approval of the size and location. Pick-ups can be scheduled from one time per week to six times per week. Company is to perform a simple visual waste audit at least one time per year for each commercial account to provide an estimate of the amount of recyclables still in the garbage to help guide the Town in service changes to increase recycling. For an additional fee per Exhibit C, the Company can perform a detailed waste audit to determine composition and characterization of waste and will provide a detailed report with photos showing the waste streams. This report will provide a detailed plan with recommendations regarding recycling service changes as well as an outreach and education plan. Recycling services must be offered to all municipal customers.

Recyclable material placed in company containers or at the curb for collection is the property of MSS, and the theft thereof is a crime.

Company will provide services to comply with the State's Mandatory Commercial Recycling law.

#### Organics:

The Company is working with franchising agencies to develop and implement a commercial organics collection program. The first phase of this program will be the implementation of a pre-consumer commercial food-to-energy program in partnership with Central Marin Sanitation Agency. This is a food scraps only collection program. The second phase of removing organics from the commercial stream will be to determine the feasibility of a post-consumer commercial composting program that would parallel the residential program which includes food waste and food soiled papers. Upon approval of the program, the Company will perform a waste assessment of the Town facilities, for evaluation and inclusion into the organics collection program, and inform the Town of all options to participate. This section of Exhibit A.1 will be amended to include organics collection with rates and fees listed in Exhibit C.

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**Additional Services:**

Special pickups of large, hard to handle or bulky items may be requested. These bulky items will be collected in non-compaction vehicles and sorted at MRRC for greater re-use and recycling.

**Collaboration on Special Events:**

Company will collaborate with the Town on two community events throughout the year as designated by the Town. Company will furnish, at no cost to the promoters, as needed up to ten (10), 3 cubic yard debris boxes (or the equivalent) for use by the Town at its corporation yard. These debris boxes are to be used solely for solid waste generated by the events. MSS shall also furnish Recycling and Organics collection containers and signage to promote zero waste.