

AGREEMENT

THIS AGREEMENT, is entered into effective the 1st day of April, 2016, by and between the ALTO SANITARY DISTRICT, a public district organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as the “District,” and MILL VALLEY REFUSE SERVICE, INC., a California corporation, hereinafter referred to as the “Company.”

W I T N E S S E T H:

Whereas, the District has determined that it is necessary, in the interest of the health and welfare of the public and the residents of the District, to procure the prompt collection from all business and residential properties within the District of all Refuse and to have prompt removal and disposal of said Refuse by a method or system which shall eliminate or minimize to the greatest extent possible hazards to the public health and safety of the residents of the District; and

Whereas, the District and the Company or its predecessors entered into a contract on June 7, 1965 as amended to date (as so amended, the such agreement is referred to herein as the “Original Agreement”), for the exclusive right of collection, removal and disposal of Refuse from within the District; and

Whereas, the Original Agreement has been extended and the term thereof is now scheduled to terminate on March 31, 2016; and

Whereas, the Company has satisfactorily performed the duties imposed upon it by the Original Agreement; and

Whereas, the District and the Company each desire to update the Original Agreement in order to reflect changes that have occurred over time; and

Whereas, the District and the Company now desire to enter into this Agreement which shall replace and supersede the Original Agreement and all amendments and modifications thereto.

N O W, T H E R E F O R E, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. DEFINITIONS. The following terms shall have the meanings ascribed thereto:

“Back-Yard Service” means the collection of Refuse (but not Organic Waste, Household Hazardous Waste, or Recyclables) from Customers’ Cans by

the Company from any reasonable location on its Customer's property other than Curb-Side. Back-Yard Service includes "On-Premise Service" and "On-Premise Plus Service" as set forth in the Terms and Conditions (as defined below) as in effect from time to time.

"Board" means the governing board of the District.

"Bulky Goods" means items of non-organic, dry, non-putrescible debris that do not fit in a customer's weekly collection container, and does not include Organic Waste, Large Items, Large Green Waste, E-Waste, Exempt Waste or Household Hazardous Waste, cement, rocks, dirt, construction debris, ashes, auto parts, oil batteries of any kind, tires, appliances, furniture, mattresses, construction material or yard waste, or any other item expressly excluded from time to time as eligible for curbside clean-up collection on Collector's website.

"Can" means a 45-gallon, 32-gallon or a 20-gallon container supplied and owned by the Customer for use solely in connection with the collection of Refuse other than Organic Waste and Recyclables.

"Container" means either a 1-cubic yard dumpster container or a 2-cubic yard dumpster container, as the case may be, distributed by the Company solely for use in connection with the collection of Refuse.

"County" means the County of Marin.

"Curb" means the curb or side of the principal street serving the Customer's residence or business.

"Curb-Side" means within 5 feet of, and at the same level as, the Curb.

"Curb-Side Service" means the collection of Refuse (except for Household Hazardous Waste and Bulky Goods) which is deposited in Cans, Organic Waste Containers or Recyclables Containers, as the case may be, and placed by the Customer for collection by the Company at the Curb-Side.

"Customer" means any Person owning or occupying any building, lot or premises within the District who or which has an account with the Company.

"CPI" means the Consumer Price Index for All Urban Consumers (1982 - 1984 = 100), San Francisco, Oakland, San Jose, California, All Items, published by the United States Department of Labor, Bureau of Labor Statistics. If the CPI is discontinued during the term of this Agreement, then "CPI" shall mean such other reliable governmental or other nonpartisan publication evaluating changes in

the cost of living as is reasonably agreed upon by the parties.

“District” means the Alto Sanitary District of Marin County, California.

“E-Waste” means certain types of electronic waste listed on Collector’s website from time to time as eligible for curbside pick-up, including discarded electronics equipment such as cell phones, PDAs, computers, monitors, televisions, and other items containing cathode ray tubes (CRTs), LCD or plasma screens and monitors, and consumer electronics with circuit boards.

“Exempt Waste” means biohazardous or biomedical waste (including Sharps), Hazardous Waste, Sludge, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, and those wastes under the control of the Nuclear Regulatory Commission.

“Food Waste” means food scraps and trimmings from food preparation, including but not limited to meat, fish and dairy waste, fruit and vegetable waste, grain waste, and acceptable food packaging items such as pizza boxes, paper towels, and food contaminated paper products, in each case to the extent listed on Collector’s website from time to time as eligible for deposit in an Organic Waste Container.

“Garbage” means all non-recyclable and putrescible garbage, debris, refuse or other waste attributed to normal activities of a Customer. Garbage does not include those items defined herein as Recyclables, Organic Waste, Bulky Goods, Large Items, Household Hazardous Waste or Exempt Waste.

“Green Waste” means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than three (3) feet in its longest dimension or five (5) inches in diameter and fits in the Organic Waste Container utilized by Customer. Green Waste includes plant debris, ivy, grass clippings, leaves, pruning, weeds, branches, brush, holiday trees, and other forms of vegetative waste. Green Waste does not include items herein defined as Exempt Waste, Garbage, Recyclables or Household Hazardous Waste.

“Gross Receipts” means any and all revenue or compensation the Company receives from its Customers, on a cash basis, as compensation for collecting, transporting, arranging, recycling, handling or disposing of Refuse pursuant to this Agreement.

“Hazardous Waste” means and includes any waste materials or mixture of wastes defined as such pursuant to California and United States law, including the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the

Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. §§ 9601 et seq., or California Health & Safety Code §§ 25110.02, 25115 or 25117, and all future amendments to any of them, or as defined by the Environmental Protection Agency, the California Environmental Protection Agency or the California Integrated Waste Management Board, or any of them. Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over any type of waste, the term “Hazardous Waste” shall be construed to have the broader, more encompassing definition. The term “Hazardous Waste” shall not include Household Hazardous Waste.

“Household Hazardous Waste” means certain types of hazardous waste listed on Collector’s website from time to time as eligible for curbside pick-up, such as E-Waste, latex paint, used motor oil, oil filters, common household batteries (but not car batteries), fluorescent light bulbs under four (4) feet in length, non-empty aerosol cans, cathode ray tubes, instruments and switches that contain mercury, and dry cell batteries containing cadmium, copper or mercury.

“Large Green Waste” means waste that would otherwise be defined as Green Waste but is oversized, such as tree trunks and branches that exceed the size limits of Green Waste, but that are not more than five (5) feet in its longest dimension and not weighing more than sixty (60) pounds, which are attributed to the normal activities of a Customer. Large Green Waste must be generated by Customer at the service location wherein the Large Green Waste is collected.

“Large Items” mean those large items such as tires, furniture, carpets, mattresses, household appliances, construction material, and similar large items excluded from the definition of Bulky Goods, which are listed as not eligible for On-Call Pick-Up services but which may be collected by Collector at Collector’s discretion for such fees as are charged by Collector.

“On-Call Pick-Up” means a pick-up of Rubbish or Household Hazardous Waste in accordance with subparagraphs 11.a.iv and 11.a.v and Section 11.b.

“Organic Waste” means Food Waste and Green Waste.

“Organic Waste Container” means containers owned and distributed by the Company solely for use in connection with the collection of Organic Waste.

“Person” means any human being, individual, firm, company, partnership, association and private, public and municipal corporations, the United States of America, the State of California, districts and all political subdivisions, governmental agencies and mandatories thereof.

“Rate Schedule” means the rate schedule attached hereto as Exhibit A.

“Recyclables” means those materials that are reused or processed, or in the future will be reused or processed, into a form suitable for reuse through reprocessing or remanufacture, consistent with the requirements of AB 939, as may be amended from time to time, and specifically means paper, newsprint, printed matter, pasteboard, paper containers, cardboard, glass, aluminum, plastics, beverage containers, compostable materials, materials designated as recyclables by the California Integrated Waste Management Board or other agency with jurisdiction, and other recyclable materials, in each case to the extent listed as acceptable for recycling on Collector’s website from time to time. Recyclables do not include those items defined herein as Garbage, Rubbish, Organic Waste, Bulky Goods, Large Items, Large Green Waste, Household Hazardous Waste or Exempt Waste.

“Recyclables Container” means a 32-gallon or a 64-gallon tipper container owned and distributed by the Company for use in connection with the collection of Recyclables.

“Refuse” means and includes all Garbage, Organic Waste, Household Hazardous Waste, Recyclables and Rubbish. Refuse does not include Exempt Waste.

“Rubbish” means and includes Bulky Goods, crockery, bottles, tin cans, metal vessels, ashes, shells, plaster, brickbats, pasteboard boxes, rags, paper, straw, sawdust, packing material, shavings, boxes and similar materials, but not Recyclables, Organic Waste, Large Items, Large Green Waste, Exempt Waste or Household Hazardous Waste.

“Sharps” means items that include medical needles, scalpels, blades, broken medical glass, broken capillary tubes, ends of dental wires and any other sharp medical tools or waste.

“Sludge” means the accumulated solids, residues, and precipitates generated as a result of waste or sewage treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances or any other such waste having similar characteristics or effects.

2. BASIC AGREEMENT. The Company shall have, and is hereby granted by the District, the exclusive right and privilege to collect all Refuse from Persons residing or maintaining a place of business within the District, including

through the use of debris boxes, and shall be the official Refuse collector for the District for the term of this Agreement as provided in Section 3. The District shall require all residents and businesses within the District to comply with all requirements for non-accumulation and collection of Refuse in accordance with applicable law.

3. TERM. The initial term of this Agreement shall be from April 1, 2016 through March 31, 2026. This Agreement shall automatically renew for a single additional 10-year period unless either the Company or the District notify the other of its intent not to renew at least 180 days prior to the expiration of the initial term. The full period during which this Agreement remains in effect is referred to herein as the “term.”

4. CHANGE IN DISTRICT BOUNDARIES. If, during the term of this Agreement, any part of the unincorporated territory of District shall be detached from the District by annexation to a city, or by inclusion within any other district duly organized under the laws of this State, and authorized to provide Refuse collection and disposal and is performing said service, this Agreement shall become inoperative as to such territory within 30 days thereafter.

5. COMPENSATION FOR SERVICE.

a. The parties intend and shall continue a rate structure which shall provide reasonable compensation to the Company for the service rendered to the District. The initial specific rates for such service are included in the Rate Schedule. The initial rates for services set forth in the Rate Schedule shall be in effect from April 1, 2016 until June 30, 2016. On and as of the first day of July each year commencing July 1, 2016, unless a change to the Rate Schedule is requested pursuant to Section 5.b. below, the rates set forth on the most current Rate Schedule shall be increased by the percentage increase in the CPI over the annual calendar period (January 1 to December 31 of the immediately prior calendar year); provided, however, that in no event shall any such annual increase in the Company’s rates exceed the prior year’s rates by more than 4%. The updated Rate Schedule will be reflected on a new Exhibit A.

b. In the event the Company finds it necessary to change the Rate Schedule for its services (other than the CPI increase set forth in Section 5.a), it shall request the District to approve a revised Rate Schedule. Except as provided in Section 5.c, such request shall be delivered to the District no less than 90 calendar days prior to any change in the Rate Schedule. The request shall be accompanied by pertinent financial records such as account books; listings of partner, officer and owner compensation; labor, equipment and material costs; dump fees and overhead costs; and any other data relevant to the requested Rate Schedule revision, including revenues received by the Company from sources

other than Customers in connection with the Company's disposal of the Customer's Refuse. Original copies of these records shall be open to inspection and audit by the District or such person as the District may designate. Upon receipt of a request for a Rate Schedule revision, the District shall schedule and hold a public hearing and determine if the requested charge is justified. Based upon this determination the District may revise the Rate Schedule and incorporate the same into this Agreement by amendment to Exhibit A. The parties agree that a rate structure that provides collector with (i) an operating margin of ten percent (10%) profit on all allowable costs for the relevant period (i.e., a 90% operating ratio), plus (ii) pass-through costs for the relevant period, shall be deemed to provide reasonable compensation to the Company.

c. In the event the District shall require the Company to perform collection services in addition to those set forth in Section 11, the Company shall use commercially reasonable efforts to satisfy the District's requirements for such additional services. The District shall compensate the Company, or allow the Company to be compensated by its Customers, for such additional services at the Company's cost in connection therewith plus a profit component sufficient to provide an operating margin of ten percent (10%) profit on such costs (i.e, a 90% operating ratio).

d. Neither the District nor any of its officers or employees shall be liable or in any way responsible for the payment of any charges to the Company for performing its services for its Customers.

6. **FRANCHISE FEE.** The Company shall pay to the District as further consideration for the granting by the District to the Company of the foregoing right and privilege a franchise fee equal to 5% of the Gross Receipts, but excluding for this purpose all Gross Receipts from sale of Recyclables and the rental of debris boxes. This franchise fee shall be payable quarterly during the term of this Agreement, which fee shall include and be in lieu of all other licensing or similar fees or levies payable to the District by the Company.

7. **DISTRICT CANCELLATION.** Should the Company, its successors or assigns fail to perform or violate any provision hereof, and such failure or violation is subject to cure, the District shall provide the Company with written notice setting forth the specifics of such failure or violation and the Company shall have 15 days from receipt of such notice within which to effect a cure of such failure or violation to the District's reasonable satisfaction. In the event the Company shall fail to so cure its failure or violation, or in the event such failure or violation is not capable of cure, the District shall have the option to cancel this Agreement, after having given at least 7 days' prior notice to the Company and having first provided the Company with a reasonable opportunity to be heard by the District.

8. **HOLD HARMLESS.** The Company shall defend, indemnify and hold the District, its Board of Directors, and its officers, agents and employees, harmless from any and all liability arising out of the performance or attempted performance of this Agreement by the Company, except to the extent that any such liability is the result of, or arises from, any negligence or willful or wanton misconduct of any party seeking indemnification under this Section 8 (the “Indemnified Party”). The Indemnified Party shall give prompt notice to the Company of the assertion of any claim, or the commencement of any suit, action or proceeding, in respect of which indemnity may be sought. Such notice shall be accompanied by copies of any claim, process, legal pleading or other document received by the Indemnified Party from any person relating to any such claim, suit, action or proceeding. The Company may, and at the request of the Indemnified Party shall, participate in and control the defense of any such claim, suit, action or proceeding at the Company’s own expense. The party controlling the defense of any such claim, suit, action or proceeding shall be entitled to employ counsel in connection with such defense, and any counsel so employed shall be reasonably acceptable to the other party to this Agreement.

9. **INSURANCE.** At all times the Company shall carry, on all operations hereunder, (i) Worker’s Compensation and Employer’s Liability Insurance as required by law, and (ii) General Liability Insurance in companies satisfactory to the District and naming the District as additional insured. Such general liability insurance shall have minimum limits of coverage of not less than \$1,000,000 combined single limit. The Company shall furnish the District with a certificate evidencing that such general liability insurance is in force and naming the District as an additional insured.

10. **CHANGE IN OWNERSHIP.** This Agreement shall inure to and bind the Company notwithstanding the sale of the Company or the death or withdrawal of any of the existing shareholders of the Company or the addition of new shareholders. The District shall have the option to cancel this Agreement if, without the District’s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, the Company changes ownership either through (i) any sale of all or substantially all of its assets to an unrelated third party or (ii) any change, in a single or related transactions, in the ownership of more than 50% of the issued and outstanding shares of the Company other than to an estate planning entity, a spouse or a child of an existing shareholder.

11. **SERVICE.**

a. The Company shall collect all Refuse from within the District during the term covered by this Agreement in accordance with this Agreement. The District shall, through its officers and agents, require residents of, and businesses located within, the District to subscribe to not less than weekly

collection of Refuse with at least the minimum level of service listed on the currently approved Rate Sheet. The Company shall provide the following services to every residence and business establishment within the District:

i. No less frequently than once a week, the Company shall collect all Garbage and Rubbish placed in Cans or Containers placed by the Customers for collection by the Company. Such collection shall be either Curb-Side Service or Back-Yard Service, as the Customer may elect. The Company shall establish a reasonable method by which the Customer may elect Curb-Side Service or Back-Yard Service and to change the level of service after such election upon request.

ii. No less frequently than once a week, the Company shall collect all Recyclables placed in Recyclables Containers from residences and businesses within the District provided the Customer shall have placed the Recyclables Container at Curb-Side.

iii. In addition, no less frequently than once every week, the Company shall collect all Organic Waste deposited in Organic Waste Containers placed by the Customers for collection by the Company at Curb-Side.

iv. Two times each year as an On-Call Pick-Up, on the On-Call Pick-Up dates designated by the Customer in the manner required by Section 11.b, the Company shall collect, at no additional or extra charge, any Rubbish set out by such Customer for collection along the Curb, up to a maximum of three cubic yards per residence or business. The Company shall have the right to require such Rubbish to be securely tied in bundles, or to be contained in non-returnable bags or containers. The Company may, at its option, refuse to collect Rubbish not so prepared.

v. As an On-Call Pick-Up, the Company, on the dates designated by the Customer in the manner required by Section 11.b, shall collect, at no additional or extra charge, any Household Hazardous Waste set out by such Customer for collection at Curb-Side, up to a maximum of three gallons per residence or business. The Company shall have the right to require such Household Hazardous Waste to be contained in non-returnable bags or containers. The Company may, at its option, refuse to collect Household Hazardous Waste not so contained. The Company may charge its Customers the standard Marin County Household Hazardous Waste disposal charge in connection with any such

collection of Household Hazardous Waste.

vi. The Company shall provide collection service for public Refuse containers within the District's boundaries as may be designated by the District from time to time. The Company shall be entitled to include the applicable charges for such collection (as would be charged to a Customer within the District) in its operating costs on which rates are determined, but shall treat such charges as "pass through" expenses (i.e., such charges shall not be included in the Company's profit basis on its rate application).

vii. The Company shall provide and collect debris boxes for use and collection within the District's boundaries as may be requested by the District from time to time. The Company shall be entitled to include the applicable charges for debris box provision and collection (as would be charged to a Customer within the District) in its operating costs on which rates are determined, but shall treat such charges as "pass through" expenses (i.e., such charges shall not be included in the Company's profit basis on its rate application).

viii. From time to time, the Company may provide the District with a list of all developed parcels within the District which, to its knowledge, do not subscribe to Refuse collection service, and may require the District to notify the current owner or occupant of each developed parcel by letter of the applicable legal requirements and that they are encouraged to subscribe to at least the minimum level of service listed on the currently approved Rate Sheet within 30 days of the date of such notice letter.

b. A Customer may request an On-Call Pick-Up pursuant to subparagraphs 11.a.iv and 11.a.v by requesting such a pick-up by telephone call to the Company not more than 5 business days prior to the date of the requested pick-up but not less than 48 hours prior to the date of the requested pick-up. Such pick-up shall be, in all events, on the same day of the week as the Customer's regular weekly pick-ups pursuant to subparagraphs 11.a.i through 11.a.iii. In the event the On-Call Pick-Up shall be for Household Hazardous Waste, the Customer shall so specify in the Customer's telephone call requesting such service.

c. Once Refuse is placed in authorized containers and properly presented for collection, ownership and the right to possession of said Refuse shall transfer directly from the Person presenting the Refuse for collection to the Company by operation of this Agreement. The Company is hereby granted the right to retain, possess, dispose of and otherwise use such Refuse, or any part

thereof, in any lawful fashion or for any lawful purpose desired by the Company and to retain any benefits which it receives in connection with the further disposal thereof.

d. The Company shall have no obligation to pick up, whether in an On-Call Pick-Up or otherwise, any Exempt Waste.

e. Certain other details of the Company's services, and any changes to the services approved by the District from time to time, shall be as set forth on the Residential Miscellaneous Terms and Conditions and Commercial Miscellaneous Terms and Conditions attached hereto as part of Exhibit A and updated from time to time on the approval of both the District and the Company (the "Terms and Conditions"). In the event of any inconsistencies between this Agreement and the Terms and Conditions as so updated, the Terms and Conditions shall prevail.

12. NOTIFICATION OF SERVICES.

a. The Company shall inform all the District's residents of the collection rates in effect from time to time and shall instruct residents on how to change their level of service, which information and instructions may be provided by mail or through the Company's website.

b. The Company shall inform all of its current Customers of the On-Call Pick-Up program and the requirements of such program, which information may be provided by mail or through the Company's website. In addition, upon request the Company shall inform each Customer as to the number of remaining available pick-ups for such Customer.

c. The Company shall, from time to time, notify Customers of its recycling practices and encourage Customers to recycle their Recyclables, which information and encouragement may be provided by mail or through the Company's website.

13. TRANSFERABILITY; SUCCESSORS AND ASSIGNS. This Agreement shall be assignable and transferable by the Company, subject, however, to the express written consent of the District, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement shall inure to the benefit of and shall be binding on and enforceable by the parties and their respective successors and permitted assigns.

14. RULES OF CONSTRUCTION. Unless the context otherwise requires, in this Agreement: (i) words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall

include the feminine and neuter genders and vice versa; (ii) the word “or” may be conjunctive or disjunctive, as the context may require; (iii) the words “include”, “includes” and “including” mean, in each case, “without limitation”; (iv) reference to any agreement, indenture or other instrument in writing means such agreement, indenture or other instrument in writing as amended, modified, replaced or supplemented from time to time; (v) reference to any statute shall be deemed to be a reference to such statute as amended, re-enacted or replaced from time to time; (vi) time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; (vii) whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a business day, such payment shall be made or action taken on the next following business day; and unless otherwise stated, any reference contained in this Agreement to a Section, or subparagraph refers to the provisions of this Agreement..

15. CONSTRUCTION. The parties hereto acknowledge that their respective legal counsel have reviewed and participated in settling the terms of this Agreement and that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this Agreement.

16. CONSISTENCY WITH APPLICABLE LAWS. This Agreement shall be at all times construed to allow the Company to conduct its operations in compliance with all applicable federal, state and local law. In the event applicable federal, state or local laws, or any future changes in such laws, are inconsistent with the obligations of either party under this Agreement, this Agreement shall be deemed modified to the minimum extent necessary to eliminate such inconsistency and, in the event such amendment(s) result in the Company having to incur additional expenses in performing its obligations hereunder then the Company shall be entitled to a rate adjustment in connection therewith.

17. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral, including the Original Agreement. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided or as provided in other documents executed and delivered by the parties in connection herewith.

18. TIME OF ESSENCE. Time shall be of the essence of this Agreement.

19. **APPLICABLE LAW.** This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of California.

20. **WAIVER OF JURY TRIAL.** Each party hereto hereby waives, to the fullest extent permitted by applicable laws, any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party hereto (a) certifies that no representative, agent or counsel of the other party has represented expressly or otherwise that the other party would not, in the event of litigation, seek to enforce the foregoing waiver, and (b) acknowledges that it and the other party hereto have been induced to enter into this Agreement or any other agreement executed and delivered pursuant thereto by, among other things, the mutual waivers and certifications contained in this Section 20.

21. **EXPENSES.** Except as otherwise provided herein, each party shall be responsible for the expenses (including fees and expenses of legal advisors, accountants and other professional advisors) incurred by it and its affiliates, respectively, in connection with the negotiation and settlement of this Agreement and the completion of the transactions contemplated hereby.

22. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct. To the extent that any such provision is found to be invalid, illegal or unenforceable, the parties hereto shall act in good faith to substitute for such provision, to the extent possible, a new provision with content and purpose as close as possible to the provision so determined to be invalid, illegal or unenforceable.

23. **FORCE MAJEURE.** No party shall be liable for any failure to perform its obligations in connection with any action described in this agreement, if such failure results from any act of God, riot, war, terrorism or a public enemy, whether actual or threatened, civil unrest, flood, earthquake, strikes, lockouts and other labor disturbances or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

24. **AMENDMENT AND WAIVERS.** No amendment or waiver of any provision of this Agreement shall be binding on either party unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, and no waiver shall constitute a continuing waiver unless otherwise provided.

25. INDEPENDENT CONTRACTOR. The Company is an independent contractor and not an officer, agent, servant or employee of the District. The Company is solely responsible for the acts and omissions of its officers, agents, employees, grantees and subgrantees, if any.

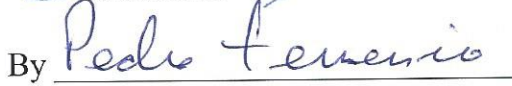
26. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Marin County, California, as of the date first set forth above.

ALTO SANITARY DISTRICT

By 
President

By 
Secretary



MILL VALLEY REFUSE SERVICE, INC.

By 
President

By 
Secretary

APPROVED AS TO FORM:


Deputy County Counsel
Assistant

Alto

RESIDENTIAL RATES *						
2014 Monthly	2014 Quarterly	Base Rate	Recycling Rate	2015 Monthly	2015 Quarterly	# of Cans/Size/1 Pick Up
\$ 31.75	\$ 95.25	\$ 28.05	\$ 4.58	\$ 32.63	\$ 97.89	1-20 Gallon
\$ 36.54	\$ 109.62	\$ 32.97	\$ 4.58	\$ 37.55	\$ 112.65	1-32 Gallon
\$ 62.79	\$ 188.37	\$ 59.95	\$ 4.58	\$ 64.53	\$ 193.59	2-32 Gallon
\$ 89.46	\$ 268.38	\$ 87.36	\$ 4.58	\$ 91.94	\$ 275.82	3-32 Gallon
\$ 116.18	\$ 348.54	\$ 114.83	\$ 4.58	\$ 119.41	\$ 358.23	4-32 Gallon
\$ 52.54	\$ 157.62	\$ 49.42	\$ 4.58	\$ 54.00	\$ 162.00	1-45 Gallon
\$ 78.84	\$ 236.52	\$ 76.45	\$ 4.58	\$ 81.03	\$ 243.09	2-45 Gallon

APARTMENT RATES (Per Unit) *					
2014 Monthly	Base Rate	Recycling Rate	2015 Monthly	Container Rental	# of Cans/Size/1 Pick Up
\$ 33.33	\$ 29.67	\$ 4.58	\$ 34.25	n/a	1-32 Gallon
\$ 47.77	\$ 44.51	\$ 4.58	\$ 49.09	n/a	1-45 Gallon
\$ 233.32	\$ 207.71	\$ 32.06	\$ 239.77	\$ 24.30	1-1yd container
\$ 466.65	\$ 415.42	\$ 64.12	\$ 479.54	\$ 48.60	1-2yd container

* See Residential Miscellaneous Terms and Conditions for additional information & On-Premise Service Rates

Alto

COMMERCIAL RATES *					
Extra trash charge: \$37.33 per yard					
1 Yard Container					
2014 Monthly	Base Rate	Recycling Rate	2015 Monthly	Container Rental	# of Pick Ups/Container
\$ 156.78	\$ 141.90	\$ 19.24	\$ 161.14	\$ 24.30	1 Pick Up
\$ 313.51	\$ 283.72	\$ 38.50	\$ 322.22	\$ 24.30	2 Pick Ups
\$ 466.55	\$ 425.63	\$ 53.89	\$ 479.52	\$ 24.30	3 Pick Ups
\$ 627.09	\$ 567.49	\$ 77.03	\$ 644.52	\$ 24.30	4 Pick Ups
\$ 783.78	\$ 709.31	\$ 96.26	\$ 805.57	\$ 24.30	5 Pick Ups
\$ 940.53	\$ 851.16	\$ 115.51	\$ 966.67	\$ 24.30	6 Pick Ups
2 Yard Container					
2014 Monthly	Base Rate	Recycling Rate	2015 Monthly	Container Rental	# of Pick Ups/Container
\$ 313.51	\$ 283.72	\$ 38.50	\$ 322.22	\$ 48.60	1 Pick Up
\$ 627.09	\$ 567.49	\$ 77.03	\$ 644.52	\$ 48.60	2 Pick Ups
\$ 940.53	\$ 851.16	\$ 115.51	\$ 966.67	\$ 48.60	3 Pick Ups
\$ 1,254.09	\$ 1,134.92	\$ 154.04	\$ 1,288.96	\$ 48.60	4 Pick Ups
\$ 1,567.67	\$ 1,418.69	\$ 192.56	\$ 1,611.25	\$ 48.60	5 Pick Ups
\$ 1,881.19	\$ 1,702.44	\$ 231.05	\$ 1,933.49	\$ 48.60	6 Pick Ups
Trash Cans					
2014 Monthly	Base Rate	Recycling Rate	2015 Monthly	Container Rental	# of Cans/Size/1 Pick Up
\$ 36.38	\$ 32.81	\$ 4.58	\$ 37.39	n/a	1-32 Gallon
\$ 52.54	\$ 49.42	\$ 4.58	\$ 54.00	n/a	1-45 Gallon
Food Service Business Compost Cans					
2014 Monthly	Base Rate	Recycling Rate	2015 Monthly	Container Rental	# of Cans/Size/1 Pick Up
\$ 12.54	n/a	n/a	\$ 12.89	n/a	1-32 Gallon
Saturday Service					
2014 Monthly	Base Rate	Recycling Rate	2015 Monthly	Container Rental	# of Cans/Size/1 Pick Up
n/a	\$ 212.85	\$ 28.86	n/a	n/a	1 Yard Container
n/a	\$ 425.58	\$ 57.75	n/a	n/a	2 Yard Container

* See Commercial Miscellaneous Terms and Conditions for additional information & On-Premise Service Rates

Alto Residential Miscellaneous Terms and Conditions

Service Rate

Service Rate includes **one-time-per-week** pickup of trash, recycling and compost cans, two-times-a-year on-call curbside pickups, and on-call pickups of limited types of household hazardous wastes listed on the MVRS website. MVRS provides one (1) compost can and one (1) recycling can per customer. Extra recycling cans are available for \$6.00 per can per month. Extra compost cans are available for \$12.00 per can per month.

Single Residence Curbside and On-Premise Service Rates

Curbside Service is defined as the can being placed within five (5) feet of, and at the same level as, the curb or side of the principle street. Charges for this service equal the applicable amount for size and number of cans on the currently approved Rate Sheet.

On-Premise Service is defined as the can being visible from the street, six to 25 feet from the curb, and accessible to a wheeled cart (no steps allowed unless in an MVRS-approved location). Charges for this service equal the applicable amount for size and number of cans on the currently approved Rate Sheet *plus* \$5.00 per can **per pickup** per month. Empty cans will be left at the curb unless the customer agrees to pay 2X the carryout rate to return them.

On-Premise Plus Service is defined as cans beyond 25 feet from the curb, or not visible from the street, or up or down any number of stairs, or not in a location accessible to a wheeled cart. Charges for this service equal the applicable amount for size and number of cans on the currently approved Rate Sheet *plus* \$15.00 per can **per pickup** per month. Empty cans will be left at the curb unless the customer agrees to pay 2X the carryout rate to return them.

Disability Exemption from On-Premise Service Rate. Individuals who cannot bring cans to the curb due to disability may fill out a *Request for Disability Service* form, which is available from our office or may be downloaded from our website (www.millvalleyrefuse.com). Some restrictions on can placement apply, and a doctor's certification of disability **OR copy of a current CA Disability Parking Placard** is required along with the completed form.

On-Premise Service is also available for recycling and compost cans for an additional \$5.00 per can **per pickup** per month. Empty cans will be left at the curb unless the customer agrees to pay 2X the carryout rate to return them. **Due to their size and excessive weight, On-Premise Plus Service** is NOT available for recycling and compost cans **where stairs are involved.**

Additional Quantities of Cans

Service for additional cans beyond the quantities listed on the rate sheet will be charged a multiple of the single can, one-time-per-week pick up rate (i.e. five 32-gallon cans are charged the four-can rate *plus* the one-can rate).

Low Income Rate

A 20% discount off the applicable residential rate is available to residential Single-Family customers who have already qualified for the PG&E CARE/FERA Program. A copy of the customer's PG&E bill showing the qualified CARE/FERA Program is required for the discount. To maintain the discounted rate, customers must submit a new PG&E bill annually showing the CARE/FERA discount.

Apartment Service Rates

Apartments are defined as multi-unit residential housing with four or more units all paid for by the property owner. Apartments are charged a **minimum of one 32-gallon can per unit per trip** at the applicable once-per-week Apartment Rate as shown on the current, approved rate sheet. Additional 32-gallon cans over the minimum will be charged at the additional applicable per-can rate. **Service Rate includes one-time-per-week pickup of trash, recycling and compost cans. Multiple trash trips in a week to a single location will be charged a multiple of the applicable once-per-week Monthly Rate.**

Special Note: an Apartment may elect to add an additional recycle-only pickup day at a single location for a trip charge equal to a multiple of the applicable once-per-week Recycling Rate.

In cases where 45-gallon cans or 1-yard and 2-yard containers are used instead of, or in addition to, 32-gallon cans, the following equivalency formulas will be applied to determine whether additional 32-gallon cans (over the minimum set forth immediately above) shall be charged at that location:

- Each 45-gallon can will be considered to hold one-and-one-half 32-gallon cans.
- Each 1-yard container will be considered to hold seven 32-gallon cans, and each 2-yard container will be considered to hold fourteen 32-gallon cans. *(If 1-yard or 2-yard containers supplied by MVRS are used, standard commercial container rental rates will be charged in addition to the applicable apartment rate).*

If the foregoing equivalency formulas result in a higher number of 32-gallon cans than the minimum of one per unit, the applicable once-per-week rate shall be applied to such higher number of 32-gallon cans. If the result is a lower number of 32-gallon cans, then the minimum one-can-per-unit charge set forth above shall be applied (**see exception below**).

Exception to the one-can-per-unit minimum for Active Participation in food waste composting: Apartments that *actively participate** in food waste composting will be charged a rate reflecting the actual amount of garbage collection requested, measured in 32-gallon equivalents and applied on a per-trip basis at the applicable 32-gallon, once-per-week rate as shown on the current, approved rate sheet.

To qualify as an Active Participant in food waste composting, the Apartment owner or property manager must request delivery of kitchen countertop food waste collection pails (available FREE from MVRS) and distribute the pails to each unit in the complex. The complex must also have outdoor compost carts (also provided by MVRS) available for tenants to empty the contents of their kitchen pails into for weekly pickup. To request free kitchen pails, complete with directions for their use, call our office at 457-9760. MVRS will deliver one pail per unit. Additional pails are available for \$6.00 per pail (after initial free delivery of one pail per unit). **NOTE: MVRS reserves the right to periodically check that Apartment tenants are actually participating in food waste composting. Failure to participate may result in MVRS rescinding an Apartment's Active Participant status.*

MVRS will provide Apartments with up to one recycle can and one compost can per unit at no extra charge. Extra cans are available at \$6.00 per month per can.

Apartment Curbside and On-Premise Service Rates

The same definitions and charges for Curbside, On-Premise and On-Premise Plus Services, as described above, apply for Apartments. **HOWEVER**, if our service trucks are able to drive right up to trash enclosures on a complex's property, and trash containers are within five (5) feet of where the truck is parked, MVRS will charge the same as if the cans were curbside.

Miscellaneous and Extra Charges

32-gallon extra **trash** can/bag: \$ 8.00 (curbside); \$9.25 (On-Premise); \$11.75 (On-Premise Plus).

45-gallon extra **trash** can/bag: \$10.00 (curbside); \$11.25 (On-Premise); \$13.75 (On-Premise Plus)..

32-gallon extra **yard waste** can/bag: \$6.00 (curbside only).

Special pickup of recycling or compost can **that is** contaminated with improper materials: \$25.00.

Cart Replacement Charges:

Carts broken by MVRS drivers: \$0

Carts broken by customer: \$75

Cart exchanged by request for aesthetic reasons (i.e. due to graffiti, smell, being dirty): \$20

Customers should call in advance for free quotes on other loose trash and bulky items.

Delinquent Accounts

If an account is put on "stop service" due to a past due balance, a \$20.00 processing fee will be charged in addition to the past due amount to reactivate service.

Vacation Holds on Service

Accounts may be put on Vacation Hold for *a minimum of three months only* with no administration fee upon reactivation of service.

Alto **Commercial Miscellaneous Terms and Conditions**

Service Rates for Non-Food Service Businesses

Service Rates include trash, recycling and compost can service. MVRS provides one 64-gallon compost can, but an unlimited number of recycle cans upon request, with once per week pickup. Extra compost cans are available at an additional charge of \$12.00 per can per month. Additional weekly pick ups may be requested and are at the discretion of MVRS as routing efficiencies allow (additional charges may apply).

Service Rates for Food Service Businesses

A Food Service Business is defined as any business; such as a restaurant, delicatessen, coffee house, or supermarket; that is engaged, at whole or in part, with the preparation and service of food to the public.

Service Rates for Food Service Businesses include trash, recycling and compost can service. MVRS provides two (2) 32-gallon compost cans, but an unlimited number of recycle cans upon request. However, extra compost cans are available at the additional charge **listed on the rate sheet under the Food Service Business Compost Cans section.**

Additional Compost Service Available to Food Service Businesses

Food Service businesses that subscribe to trash service multiple days per week, are entitled to have their two (2) 32-gallon compost cans picked up on the same number of days as their trash* (if necessary) at no additional charge. Compost cans may be picked up more often than the trash service upon request at the additional charge of the single can, one-time-per-week rate **listed under the Food Service Business Compost Cans section.**

**To maintain routing efficiencies, but provide the same volume of compost service, MVRS may choose to provide extra compost cans at no extra charge, but limit the number of pickup days. For example, a restaurant with 3x/week trash service is entitled to have two 32-gallon compost cans picked up 3x/week (for a total of six cans per week). However, if a compost route is not in the vicinity on one of the three days, MVRS may elect to provide additional 32-gallon cans, and only pick up on two days, so that the restaurant is still receiving the same volume of six compost cans picked up in a week to which it is entitled.*

Commercial Curbside and On-Premise Service Rates

The same definitions and charges for Curbside, On-Premise and On-Premise Plus Services, as described on the Residential Terms & Conditions page apply to Commercial businesses. **HOWEVER**, if our service trucks are able to drive right up to trash enclosures on a complex's property, and trash containers are within five (5) feet of where the truck is parked, MVRS will charge the same as if the cans were at curbside.

Multiple Cans/Pickups – Trash

Multiple cans/pickups of quantities listed on the Commercial Rate sheet are charged a multiple of the single can, one-time-per-week pick up rate.

Container Rental Fee

Rental fee covers all repairs due to normal wear and tear and steam cleaning of the container once per year. Additional steam cleanings during the year are **\$125** per container per cleaning.

Saturday Service

There is no special charge for Saturday service if the customer already has five (5) times a week service during the regular workweek (Mon-Fri). The special Saturday rate is available to customers with a minimum of three (3) times a week service during the regular workweek.

Sunday Service

Sunday service may be available depending on demand.

Delinquent Accounts

If an account is put on "stop service" due to a past due balance (net 30), a \$20.00 processing fee will be charged in addition to the past due amount to reactivate service.



effective 07/01/15

Debris Box Rates

	Alto	Almonte	Belvedere	Corte Madera	County 1-3	County 4	Homestead	Mill Valley	Strawberry	Tam Valley	Tiburon
			Permit	Permit		Permit		Permit			Bldg Permit
4YD	\$ 133.00										
10YD	\$ 279.00										
20YD	\$ 450.00										
40YD	\$ 900.00										
5YD Dirt	\$ 295.00										
10YD Dirt	\$ 442.00										

Recycled Debris Box Rates*

	Alto	Almonte	Belvedere	Corte Madera	County 1-3	County 4	Homestead	Mill Valley	Strawberry	Tam Valley	Tiburon
			Permit	Permit		Permit		Permit			Bldg Permit
4YD	\$ 177.00										
10YD	\$ 367.00										
20YD	\$ 626.00										
40YD	\$1,252.00										

Dimensions / Weight Limits

	4 YARD Debris	10 YARD Debris	20 YARD Debris	40 YARD Debris	5 YARD Dirt or Rock	10 YARD Dirt or Rock	Compactor
Length	54 Inches	12 Feet	16 Feet	22 Feet	12 Feet	14 Feet	
Width	74.5 Inches	5 Feet	8 Feet	8 Feet	5 Feet	8 Feet	
Height	51 Inches	5 Feet	54 Inches	82 Inches	3 Feet	3 Feet	
Weight Limit	1 ton	2 tons	4 tons	8 tons	n/a	n/a	8 tons

Overweight Charge: \$100/TON

* Debris Box Recycling Fees are charged in addition to the regular Debris Box Rates due to the additional dump fees charged by the landfill