

NOVATO SANITARY DISTRICT

January 24, 2011

The Board of Directors of Novato Sanitary District will hold a regular meeting at 6:30 P.M., Monday, January 24, 2011, at the District offices, 500 Davidson Street, Novato.

Materials related to items on this agenda are available for public inspection in the District Office, 500 Davidson Street, Novato, during normal business hours. They are also available on the District's website: www.novatosan.com.

AGENDA

1. PLEDGE OF ALLEGIANCE:

2. AGENDA APPROVAL:

3. PUBLIC COMMENT (Please observe a three-minute time limit):

This item is to allow anyone present to comment on any subject not on the agenda, or to request consideration to place an item on a future agenda. Individuals will be limited to a three-minute presentation. No action will be taken by the Board at this time as a result of any public comments made.

4. BOARD MEMBER REPORTS:

5. REVIEW OF MINUTES:

- a. Consider approval of minutes of the January 10, 2011 meeting.

6. CONSENT CALENDAR:

The Manager-Engineer has reviewed the following items. To her knowledge, there is no opposition to the action. The items can be acted on in one consolidated motion as recommended or may be removed from the Consent Calendar and separately considered at the request of any person.

- a. Meeting schedule – February 14th and 28th, March 14th and 28th, April 11th and 25th.
- b. Approval of disbursements.

7. SOLID WASTE UPDATE:

- a. Report on Food Waste Composting roll out.
- b. Present survey results.

8. PUBLIC HEARING – CONSIDER RECOMMENDATIONS OF THE BOARD'S AD HOC FRANCHISE UPDATE COMMITTEE FOR MODIFICATIONS TO SOLID WASTE FRANCHISE AGREEMENT.

- a. Open public hearing.
- b. Committee Report
- c. Public comments.
- d. Board comments.
- e. Close public hearing.

9. BOARD OF DIRECTORS:

- a. Wastewater Operations Committee Report.

10. STAFF REPORTS:

- a. North Bay Water Reuse Authority Meeting.

11. MANAGER'S ANNOUNCEMENTS:

12. ADJOURN:

Next resolution no. 3029

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the District at (415) 892-1694 at least 24 hours prior to the meeting. Notification prior to the meeting will enable the District to make reasonable accommodation to help ensure accessibility to this meeting.

January 10, 2011

A regular meeting of the Board of Directors of the Novato Sanitary District was held at 6:30 p.m., Monday, January 10, 2011, at the District Office, 500 Davidson Street, Novato.

BOARD MEMBERS PRESENT: President William C. Long, Members Michael Di Giorgio, James D. Fritz, George C. Quesada and Dennis Welsh.

BOARD MEMBERS ABSENT: None

STAFF PRESENT: Manager-Engineer-Secretary Beverly B. James and Administrative Secretary Julie Borda.

ALSO PRESENT: John O'Hare, Veolia Water
John Bailey, Project Manager, Veolia Water
Suzanne Crow, Novato resident
Brant Miller, Novato resident
Jerry Peters, Novato resident

PLEDGE OF ALLEGIANCE:

AGENDA APPROVAL:

On motion of Member Quesada, seconded by Member Di Giorgio, and carried unanimously, the agenda was approved as mailed.

PUBLIC COMMENT: None.

BOARD MEMBER REPORTS:

Member Welsh gave a report of a dog attack incident that occurred against a former District employee's wife, Amy Silva, and how a North Marin Water District employee, Mike Baccei, stepped in and prevented Ms. Silva from further injury. The Board requested the Manager prepare a letter of appreciation to Mike Baccei commending his heroic actions.

President Long clarified his answer to a question Member Welsh asked at the previous Board meeting regarding Phase II of the recycled water project and a reduction of draw from the Russian River. Member Long clarified that the draw on the Russian and Eel River is maximized at this time and that the additional non-potable water provided through the Project would be provided to those agencies who need additional water.

REVIEW OF MINUTES:

Consider approval of minutes of the January 10, 2011 meeting.

On motion of Member Quesada, seconded by Member Fritz, and carried unanimously, the minutes of the January 10, 2011 Board meeting were approved.

CONSENT CALENDAR:

On motion of Member Quesada, seconded by Member Di Giorgio and carried unanimously, the following Consent Calendar items were approved:

- a. Receive 1st Quarter Revenue and Expenditure Report.
- b. Approval of regular disbursements in the amount of \$458,879.75, project account disbursements in the amount of \$64,552.95, Board Member disbursements in the amount of \$3,157.01 and ratification of December 2010 payroll and payroll related expenses in the amount of \$245,130.05.

President Long questioned why the budget items reflecting gas, oil and fuel were at a zero balance. The Manager responded that due to the billing cycle and the closing date of the report, no fuel expenses have been captured, although the District does continue to use fuel.

Member Di Giorgio commented on the absence of the "Quarterly Revenue & Expenditure Budget to Actual Variance Report" which is usually presented with the financial summaries. The Manager responded that the reports were not available at this meeting but will be provided to the Board at the first or second Board meeting in February.

Member Quesada questioned if the District was able to reduce its electrical costs by using the heavy consumption pumps only at the "off-peak" electrical periods. The Manager responded that the plant's operation was not designed to hold large amounts of flow until a specific period but stated that when the District is able to monitor flow, they do take advantage of the lower electrical usage periods.

Suzanne Crow, Novato resident, stated she appreciated the presentation of the 1st Quarter Revenue and Expenditure Report. She questioned the District's repayment schedule of the accrued interest for the State Revolving Fund loan.

The Manager responded that the interest repayment is accounted for in the Capital Expenditure 2011/2012 Budget and that the District's rate/fee schedule is structured to cover the pending payment. She stated that the District has anticipated repayment of the State Revolving Fund (SRF) Loan interest expense and is prepared to seek Bond financing. She also stated the District's established revenue program will provide the

necessary funds to pay for the capital projects as well as the revenues to repay the SRF loan.

Member Welsh noted that the District currently has only a six-month operating reserve and stated the Audit Report recommended a two-year operating reserve. The Manager stated that she felt it was highly unusual for a District to maintain a two-year operating reserve and this was not the recommendation of the previous auditor.

PUMP STATION REHABILITATION PROJECT 72403:

- Consider acceptance of Project 72403 and authorize filing of the Notice of Completion:
The Manager gave an overview of the project. She recommended the Board grant final acceptance of Project 72403 and authorize staff to file the Notice of Completion.

On motion of Member Di Giorgio, seconded by Member Fritz and carried unanimously, the Board accepted Project 72403: Pump Station Rehabilitation, and authorized staff to file the Notice of Completion.

MARIN WASTEWATER AGENCIES:

- Consider authorizing the Manager-Engineer to sign the Marin Wastewater Agencies Mutual Aid Agreement:

Member Quesada requested further clarification of the Mutual Aid Agreement and the extent of Novato Sanitary District's liability in the case of a major incident.

The Manager noted that the provided Mutual Aid and Assistance Agreement between Marin County Wastewater Agencies provides a formal means of requesting and being reimbursed for assistance. She stated that the agreement also addresses questions of liability and indemnification as well as financial reimbursement issues for services/equipment rendered.

On motion of Member Di Giorgio, seconded by Member Welsh and carried unanimously, the Board authorized the Manager-Engineer to sign the Marin Wastewater Agencies Mutual Aid Agreement.

STAFF REPORTS:

- Sanitary sewer overflow reporting protocol. The Manager gave an overview of the District's sanitary sewer overflow (SSO) reporting protocol. She reviewed the "NSD SSO Reporting Responsibilities" flow chart which outlined the specific protocols the District takes whenever an SSO occurs.

Member Di Giorgio questioned if an overflow takes place in a private lateral, can the District require the property owner to repair the lateral. The Manager responded that this type of enforcement will be detailed in the District's Lateral Ordinance.

Member Fritz questioned how the Collection System crew members determine the total number of gallons released at any given overflow event. The Manager described the various methods the Collection crew uses to define how much sewage has been released based on the "San Diego Guidelines".

Member Quesada questioned why the manhole lids are not attached tighter to prevent overflows from escaping into the public area. The Manager responded that the manhole lids are not bolted down but are held in place by their weight which is between 50 and 60 pounds. She stated that the lids are designed to allow sewage to be released so pressure would not build up and overflow to the nearby homes through the homeowners' laterals.

The Manager discussed the typical process that takes place when the District is notified of a sewage spill. She gave an overview of the reporting procedures and the appropriate signage/posting used by the Collections Department.

President Long suggested that the next time an overflow drill takes place, the Wastewater Operations Committee members should be notified so they could become more familiar with the District's processes. He also requested to be notified whenever a sanitary sewer overflow incident happens.

- Michele Circle overflow. The Manager gave an overview of the Michele Circle manhole overflow that took place at 9:52 a.m. on January 1, 2011. She stated that the cause of the overflow was traced to a grease blockage in the downstream 6-inch gravity sewer, which was cleared by approximately 10:45 a.m. She stated that the amount of sewage lost to an adjacent storm drain was estimated to be about 2,500 gallons and that all required notifications were made. The Manager stated that the District's engineering staff is looking into alternatives to repair or re-route the sewer to eliminate the sag which contributed to the blockage.

- Biosolids line break. The Manager stated that a digested biosolids spill of approximately 6,600 gallons occurred on January 5th and 6th in the biosolids line when the glue joint on a cleanout riser failed. She stated the spill was discovered fairly quickly by two Veolia operators. She noted that the overflow went into property which is owned by the Audubon Society and that this site is not connected to a year round water body. The Manager gave a report of the sampling and mitigation efforts the District was undertaking and noted that the biosolids line has been repaired.

Member Welsh and President Long requested a full report on a previous Bahia spill. The Manager stated she would provide that report.

- North Bay Watershed Association Meeting. The Manager stated that the NBWA met on Friday, January 7th and she provided a copy of the minutes from the December meeting for the Board's information. She noted that the next NBWA meeting will be held in Petaluma on February 4th at 9:30 a.m.

Member Di Giorgio discussed the Ross Valley Flood Control and Watershed Program.

MANAGER'S ANNOUNCEMENTS:

- Due to the Martin Luther King holiday on January 17th, the Wastewater Operations Committee will meet on January 20th at 2 p.m.

- The Solid Waste Franchise Update Committee is holding a workshop on the Solid Waste Franchise Amendment on January 19th at 7:00 p.m.

- The LAFCO meeting scheduled for January 13th at 7:00 p.m. has been cancelled. The next meeting will be held on January 28th at 8:30 a.m.

- The next regular Board meeting will be held on January 24th at 6:30 p.m. and will also be a public hearing for the Solid Waste Franchise Amendment.

ADJOURNMENT: There being no further business to come before the Board, President Long adjourned the meeting at 7:35 p.m.

Respectfully submitted,

Beverly B. James
Secretary

Julie Borda, Recording

01/21/11

Novato Sanitary District Check Register

January 24, 2011

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Credit</u>
Jan 24, 11			
1/24/2011	2138	Covello Group, The	107,361.53
1/24/2011	2140	RMC Water & Environment, Inc.	46,098.62
1/24/2011	2137	American Express-22062	1,519.07
1/24/2011	2141	Roy's Sewer Service, Inc.	885.00
1/24/2011	2139	Empire Mini Storage - Novato	730.00
1/24/2011	2136	Alliance Industrial	569.58
Jan 24, 11			<u>157,163.80</u>

Novato Sanitary District Check Register

January 24, 2011

Date	Num	Name	Credit
Jan 24, 11			
1/24/2011	52288	RMC Water & Environment, Inc.	116,568.55
1/24/2011	52259	Downtown Ford Sales	101,193.40
1/24/2011	52256	Covello Group, The	41,668.03
1/24/2011	52289	Royal Petroleum Company	18,856.42
1/24/2011	52257	CSRMA-	15,699.75
1/24/2011	52297	Meyers, Nave, Riback, Silver &...	14,161.93
1/24/2011	52260	Drop Shot, LLC	4,000.00
1/24/2011	52253	American Express-22062	3,888.57
1/24/2011	52283	Nute Engineering Inc.	3,694.00
1/24/2011	ach	Bowens, Kenneth	2,760.00
1/24/2011	52278	North Marin Water District Pay...	2,644.50
1/24/2011	52252	Alameda Electrical Distributors...	1,635.00
1/24/2011	52251	Aerotek	1,510.50
1/24/2011	52295	Water Components & Building,...	1,205.76
1/24/2011	52264	IEDA, INC	1,020.00
1/24/2011	52271	Kaiser Permanente-Cobra	987.87
1/24/2011	52250	3T Equipment Company Inc.	800.07
1/24/2011	52294	VWR International Inc.	728.42
1/24/2011	52254	CED Santa Rosa, Inc	717.22
1/24/2011	52286	Peterson Power Systems, Inc.	631.40
1/24/2011	52280	Novato Chamber of Commerce	615.00
1/24/2011	52269	Johnson Controls, Inc.	607.00
1/24/2011	52263	HACH/American Sigma Inc	588.60
1/24/2011	52267	Industrial Scientific, Corp	543.90
1/24/2011	ACH	Karkal, Sandeep	522.28
1/24/2011	52255	Cintas Corporation	512.61
1/24/2011	52290	Shape Incorporated	485.06
1/24/2011	52266	Independent Journal	453.05
1/24/2011	52292	Verizon	383.79
1/24/2011	52272	Leighton Stone Corp	377.15
1/24/2011	52261	Electrical Equipment Company...	365.38
1/24/2011	52285	Pacific, Gas & Electric	361.06
1/24/2011	52265	Ikon Office Solutions	344.78
1/24/2011	52268	Jackson's Hardware Inc.	337.19
1/24/2011	52274	Marin County Office	324.00
1/24/2011	52273	Leonardi Automotive & Electric	322.52
1/24/2011	52291	Siemens Water Tech Corp.	272.00
1/24/2011	52293	Verizon California	212.98
1/24/2011	52282	Novato Toyota	175.85
1/24/2011	52258	Datco Billing Inc.	163.80
1/24/2011	52262	Grainger	154.43
1/24/2011	52287	Quill Corporation	150.68
1/24/2011	52296	Zee Medical Company	143.23
1/24/2011	52284	One Stop Auto Service Inc.	132.48
1/24/2011	52276	North Bay Portables, Inc.	89.70
1/24/2011	52277	North Marin Water District	61.80
1/24/2011	52281	Novato Chevrolet	60.00
1/24/2011	52275	North Bay Gas & Weld	52.24
1/24/2011	52279	Novato Builders Supply	29.75
1/24/2011	52270	Kaiser Permanente	15.22
Jan 24, 11			343,228.92

January 24, 2011

Memo to: Board of Directors

From: Adhoc Solid Waste Franchise Update Committee
Michael Di Giorgio
William Long

Subject: Amendment of Solid Waste Franchise to Include Zero Waste Goals

Background

The City of Novato and the County of Marin have both adopted Zero Waste Resolutions. The City of Novato has adopted a Green Building Ordinance and a C&D Recycling Ordinance. The State of California adopted AB 32, which sets requirements for sustainability.

Novato Sanitary District as the franchiser for solid waste collection and recycling in the Novato area has the responsibility of implementing these Zero Waste goals insofar as they apply to solid waste collection and recycling. The Franchisee, Novato Disposal has demonstrated their commitment and willingness to implement Zero Waste Programs such as food waste recycling. Accordingly, the District appointed an Adhoc Franchise Update Committee to revise the Franchise Agreement to incorporate Zero Waste performance goals.

Public Outreach

The Board of Directors set the date for a public hearing on the amendment of the Solid Waste Franchise at their meeting on December 13, 2011. The Public Hearing is not legally required but is set up to provide an opportunity for public input on an issue important to the customers. The meeting notice was published in the Marin IJ on January 7th and January 14th. In addition, press announcements appeared in the IJ, the Novato Patch, and the Novato Advance. The Adhoc Solid Waste Franchise Committee held a public workshop on the proposal on January 19, 2011. This workshop was also noticed in the local media and was well attended. The District Manager-Engineer also met individually with local citizens who had previously expressed an interest in solid waste issues to get their input.

Public Comments

Eleven members of the public attended the Adhoc Committee Workshop on amending the Franchise Agreement. Briefly summarized the public comments:

- Solid waste is a resource not a waste
- Achieving Zero Waste Goals requires participation of more entities than just the franchised solid waste company. Such measures as producer responsibility, changing purchasing choices, green building practices are beyond the scope of the franchise.
- The Franchise Agreement should be flexible enough to allow for the adoption of new technologies as they become available.
- The Franchise Agreement should include incentives for the Franchisee for reducing material going to the landfill.
- The Franchise Agreement should include an option for the District to retain control of the recyclables.
- It is important to retain low, competitive rates.
- The rate structure should include incentives for customers to recycle.
- The Franchise Agreement should be flexible enough to allow changes in the rate structure if the garbage quantities reduce to the point that they don't generate sufficient income to pay for the recycling.
- Public education and outreach, particularly in the schools, needs to be part of the program.

One company, Industrial Carting, submitted a letter asking that debris boxes be removed from the Franchise.

Novato Disposal Company commissioned a professional survey of residents to determine the general populace's opinions on the proposed changes. A representative selection of 400 residents were surveyed. A copy of the survey results is attached. 87% of respondents favored achieving 80% diversion by 2025 and 52% of respondents think achieving Zero Waste Goals is more important than low rates.

Draft Revisions to the Franchise Agreement

The public comments along with the City and County Zero Waste Goals and the state requirements were used to develop a revised draft of the sections of the Franchise Agreement dealing with definitions and service requirements. The revisions include performance goals for food waste diversion, multi-family and commercial recycling, C&D recycling, recycling center, and public education and outreach with a goal of reaching 80% diversion by 2025. The incentives include an extension of the contract to 2025 with an option for an additional five-year extension if the performance goals are met.

Review and Adoption Process

The District is soliciting more public comment via a public hearing scheduled for the board meeting on January 24, 2011. The final, proposed amended Franchise Agreement will be presented for the board's consideration at their meeting on February 14, 2011.

Survey Results

NOVATO SANITARY DISTRICT JANUARY 2011

What problems, if any, have you had with Novato Disposal Service?

Issue	1 st Mentions	Total Mentions
None/No Problems	78%	78%
They do not pick up the garbage/miss cans	8	9
They don't come on scheduled time/day	2	3
Billing issues	2	2
Garbage are not picked up properly	1	2
Leaving garbage cans lying on the road	1	2
The rate/cost is high	1	2
They broke a container	1	2
They do not recycle enough	1	1
They need to provide compost service	1	1
Other	4	4
Don't know	0	0

All in all, do you have a favorable or unfavorable opinion of Novato Disposal?

Very favorable	65%	89%	<i>RATIO:</i>	Hard	65:1
Somewhat favorable	24				
Don't know/Refused	7	4%	Soft	8:1	
Somewhat unfavorable	3				
Very unfavorable	1				
			Collapsed	22:1	

Overall, how satisfied are you with the Single Stream (blue can) Recycling Program?

Very favorable	74%	90%	<i>RATIO:</i>	Hard	74:1
Somewhat favorable	16				
Don't know/Refused	7	3%	Soft	8:1	
Somewhat unfavorable	2				
Very unfavorable	1				
			Collapsed	30:1	

Since 1978, Novato Disposal has maintained the lowest rates in Marin County, with rates 20-40% lower than other rates in the county.

Knowing this, do you have a favorable or unfavorable opinion of Novato Disposal?

Very favorable	71%	87%	<i>RATIO:</i>	
Somewhat favorable	16		Hard	23:1
Don't know/Refused	9		Soft	16:1
Somewhat unfavorable	1	4%	Collapsed	22:1
Very unfavorable	3			

Novato disposal is working towards a "zero waste plan". The goal is to achieve an 80% waste reduction and diversion in the next 10-15 years.

How important is it to you that Novato reaches the goal of reducing and diverting waste by 80% in 10-15 years?

Very favorable	66%	87%	<i>RATIO:</i>	
Somewhat favorable	21		Hard	22:1
Don't know/Refused	4		Soft	3.5:1
Somewhat unfavorable	6	9%	Collapsed	9.7:1
Very unfavorable	3			

Reaching the 80% waste reduction and diversion goal of the "zero waste" plan will include a combination of source reduction, public education outreach, producer responsibility and increased recycling and diversion. Most programs will have minimal costs but in the future new technology may prove more costly.

What is more important for you: maintaining the lowest rates or reaching the zero waste goal?

More Important/lowest rates	21%	37%
Somewhat more important/lowest rates	16	
Don't know	11	
Somewhat more important/zero waste	21	52%
Much more important/zero waste	31	

Novato Disposal is currently working on a 10-year extension. If a zero waste goal is achieved, Novato Disposal would like the option of an additional 5 years.

Do you have a favorable or unfavorable opinion of the additional 5-year extension?

Very favorable	35%	65%	<i>RATIO:</i>	
Somewhat favorable	30		Hard	5.8:1
Don't know	24		Soft	6:1
Somewhat unfavorable	5	11%	Collapsed	5.9:1
Very unfavorable	6			

What services or programs do you think Novato Disposal should offer to help reach its zero waste goal?

Issue	1 st Mentions	Total Mentions
Promote recycling/More recycling options	11%	16%
Education/Meeting with the public	10	12
Composting program	8	9
They are doing their job/they are doing fine	8	8
Electronic disposal/recycling/pick up more electronics	3	5
They should support less plastic packaging	2	3
More green waste containers	1	2
They shouldn't put additional cost on the consumer	1	2
Better drop-off locations for specific products	1	1
Implementing an additional can	1	1
Picking up large items	1	1
None/no problems	12	12
Other	6	6
Don't know	35	35

Currently, Redwood Landfill can compost residential food waste but not commercial food waste. They are hoping to be permitted to accept commercial food waste generated by restaurants, grocery stores, cafeterias, etc. How important do you think it is for Novato to have a commercial food waste composting program?

Very important	52%	77%
Somewhat important	25	
Not very important	5	9%
Not at all important	4	
Don't know	14	

RATIO:	
Hard	13:1
Soft	5:1
Collapsed	8.5:1

The recycling center on Redwood Blvd. takes limited material and has limited space. The new facility would have a Buyback Center as well as an expanded drop-off center for more products like scrap metals, textiles, mixed plastics, toilets, etc. Customers would drive through and unload their material.

Do you have a favorable or unfavorable opinion of this facility?

Very important	60%	82%
Somewhat important	22	
Not very important	4	9%
Not at all important	5	
Don't Know	9	

RATIO:	
Hard	12:1
Soft	5.5:1
Collapsed	9:1

How important is it to you that the Central Recycling drop-off and Buyback Center is open 6 days a week all year long?

Very important	42%	81%
Somewhat important	39	
Not very important	11	17%
Not at all important	6	
Don't know	2	

RATIO:	
Hard	7:1
Soft	3.5:1
Collapsed	4.8:1

Currently, Novato Disposal collects bulky waste and household items from residential customers from the curb during two fixed weeks each year. Novato Disposal is offering to change the service to a program that would allow customers to schedule pick-ups up to four times per year as needed. There is a two cubic yard limit. The proposed system allows the customer to have the service when they need it so they do not have to store the material until the collection is scheduled.

Do you have a favorable or unfavorable opinion of this proposed change?

Very favorable	46%	73%
Somewhat favorable	27	
Somewhat unfavorable	11	16
Strongly unfavorable	5	
Don't Know	11	

<i>RATIO:</i>	
Hard	9:1
Soft	2.5:1
Collapsed	4.6:1

Do you have a favorable or unfavorable opinion of household hazardous waste collection events held every other weekend at the Central Recycling Center?

Very favorable	55%	81%
Somewhat favorable	26	
Not very favorable	2	4%
Not at all favorable	2	
Don't know	15	

<i>RATIO:</i>	
Hard	28:1
Soft	13:1
Collapsed	20:1

How important is it to you to have annual collection events for electronic or e-waste such as computers and televisions?

Very important	63%	89%
Somewhat important	26	
Not very important	6	10%
Not at all important	4	
Don't know	1	

<i>RATIO:</i>	
Hard	16:1
Soft	4.3:1
Collapsed	9:1

Overall, how satisfied are you with the Sanitary District with managing the garbage contract?

Very satisfied	57%	85%
Somewhat satisfied	28	
Not very satisfied	3	4%
Not at all satisfied	1	
Don't know	11	

<i>RATIO:</i>	
Hard	57:1
Soft	9:1
Collapsed	21:1

Currently, Novato Disposal has a contract with the Sanitary District. The city of Novato may consider imposing some additional fees to be added into the agreement with the Sanitary District. These fees for street use would be passed on to consumers.

Do you favor or oppose the city of Novato imposing additional fees to the Sanitary District agreement?

Strongly Favor	6%	24%
Somewhat Favor	18	
Somewhat Oppose	19	58
Strongly Oppose	39	
Don't Know	18	

<i>RATIO:</i>	
Hard (Opposed)	6.5:1
Soft (Opposed)	1:1
Collapsed	2.4:1

AGE

18-29	2%
30-39	3
40-49	14
50-59	21
60 or older	60

How long have you lived in the Novato area?

5 years or less	8%
6 to 10 years	12
Over 10 years	80
Don't Know/ Refused	0

**DRAFT LANGUAGE TO AMEND THE AGREEMENT AFFECTIVE DECEMBER 31, 2005,
BETWEEN NOVATO SANITARY DISTRICT AND NOVATO DISPOSAL COMPANY.**

Draft Date: January 21, 2011

Article 1 Definitions will be deleted in its entirety and replaced with the following:

Article 1. Definitions

- 1.01 AB 32. The California Global Warming Solutions Act (Assembly Bill 32)
- 1.02 AB 939. The California Integrated Waste Management Act (California Public Resources Code Sections 40000 et al.), as amended from time to time.
- 1.03 Agreement. The written document and all amendments thereto, between the DISTRICT and the COMPANY, governing the provision of Collection Services as provided herein.
- 1.04 Agreement Year. Each twelve (12) month period from January 1st to December 31st and the last Agreement Year will end on December 31st, 2025 unless otherwise extended by the DISTRICT according to Article 2.3 of this Agreement.
- 1.05 Alternative Daily Cover (ADC). Disposal Facility cover material, other than Organic Waste and at least six (6) inches of earthen material, placed on the surface of the active face of the refuse fill area at the end of each operating day to control vectors, fires, odor, blowing litter and scavenging, as defined in Section 20164 of the California Code of Regulations.
- 1.06 Biohazardous or Biomedical Waste. Any waste which may cause disease or reasonably be suspected of harboring pathogenic organisms; included are waste resulting from the operation of medical clinics, hospitals, and other facilities processing wastes which may consist of, but are not limited to, human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, sharps, contaminated clothing and surgical gloves.
- 1.07 Brown Goods. Electronic equipment such as stereos, televisions, VCR's, Personal Data Assistants (PDAs), telephones, and other similar items not containing cathode ray tubes (CRTs).
- 1.08 Business Service Unit. All retail, professional, office, wholesale and industrial facilities, and other commercial enterprises offering goods or services to the public.
- 1.09 CITY. The City of Novato, California.
- 1.10 Collection. The process whereby Garbage, Recyclable Materials and Organic Waste are removed and transported to the Disposal Facility, an Organic Waste Processing Facility, or a Materials Recovery Facility, as appropriate.
- 1.11 Collection Services. Single-Family Collection Service (SFD), Multi-family Collection Service (MFD), Public Agency Collection Service and Commercial Collection Service.
- 1.12 Commercial Collection Service. Commercial Garbage Collection Service, Commercial Recycling Collection Service, and Commercial Organic Waste Collection Service.
- 1.13 Commercial Organic Waste. Green Waste and Food Waste separated at the source of generation for inclusion in the Commercial Organic Waste Collection Service program.
- 1.14 Commercial Organic Waste Collection Service. The Collection of Commercial Organic Waste by the COMPANY from Commercial Service Units in the Service Area, and the delivery of that Commercial Organic Waste to an Organic Waste processing facility.

**DRAFT LANGUAGE TO AMEND THE AGREEMENT AFFECTIVE DECEMBER 31, 2005,
BETWEEN NOVATO SANITARY DISTRICT AND NOVATO DISPOSAL COMPANY.**

Draft Date: January 21, 2011

1.15 Commercial Recycling Collection Service. The Collection of Recyclable Materials by the COMPANY from Commercial Service Units in the Service Area, the delivery of those Recyclable Materials to a Materials Recovery Facility and the processing and marketing of those Recyclable Materials.

1.16 Commercial Service Unit. Business Service Units, and Mixed Use Dwellings that utilize a Garbage Cart or Bin for the accumulation and set-out of Garbage.

1.17 Commercial Garbage Collection Service. The Collection of Garbage by the COMPANY, from Commercial Service Units in the Service Area, and the delivery of that Garbage to the Disposal Facility.

1.18 Compactor. Any Debris Box Container or Bin, which has a compaction mechanism, whether stationary or mobile.

1.19 Composting. The controlled biological decomposition of Organic Waste into a specific mixture of decayed organic matter used for fertilizing or soil conditioning.

1.20 Construction and Demolition Debris. Commonly used or discarded materials removed from construction, remodeling, repair, demolition, or renovation operations on any pavement, house, commercial building, or other structure, or from landscaping. Such materials include, but are not limited to, dirt, sand, rock, gravel, bricks, plaster, gypsum wallboard, aluminum, glass, asphalt material, plastics, roofing material, cardboard, carpeting, cinder blocks, concrete, copper, electrical wire, fiberglass, formica, granite, iron, lead, linoleum, marble, plaster plant debris, pressboard, porcelain, steel, stucco, tile, vinyl, wood, masonry, rocks, trees, remnants of new materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, packaging and rubble resulting from construction, remodeling, renovation, repair and demolition operations on pavements, houses, commercial buildings and other structures. Construction and Demolition Debris does not include Exempt Waste.

1.21 COMPANY. Novato Disposal Services, Inc.

1.22 County. Marin County, California.

1.23 Customer. Means a Service Recipient that receives Collection Services under the terms of this Collection Service Agreement.

1.24 Debris Box Collection Service. Collection utilizing 10 - 40 cubic yard containers, on a temporary or permanent basis, and provided to Service Units for the Collection of Garbage, Recyclable Materials, Organic Waste, and Construction and Debris Materials, and for the delivery of that material to an appropriate facility.

1.25 Debris Box Container. A metal container that is normally tipped loaded onto a motor vehicle and transported to an appropriate facility.

1.26 Disposal Facility. A site designated by DISTRICT for the disposal, or processing as appropriate, of Garbage and other materials as appropriate.

1.27 DISTRICT. Novato Sanitary DISTRICT

1.28 DISTRICT Manager-Engineer. Manager-Engineer of the Novato Sanitary DISTRICT or his or her designated representative.

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1.29 The Diversion From Landfill Rate. The Diversion From Landfill Rate will be calculated as the tons of materials collected by COMPANY from providing services as specified in this Agreement that are sold or delivered to a Processing Facility, recycler or re-user, net of all residue, divided by the total tons of materials collected under this Agreement by COMPANY in each 12-month calendar year (January 1st – December 31st).

1.30 Dwelling Unit. Any individual living unit in a single family dwelling (SFD) or multi-family dwelling (MFD) structure or building intended for, or capable of being utilized for, residential living other than a Hotel or Motel.

1.31 E-Waste. 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.

1.32 Environmental Laws. All federal and state statutes, city, county, and DISTRICT ordinances concerning public health, safety, and the environment including, by way of example and not limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 et seq.; the Federal Clean Water Act, 33 U.S.C. Sections 1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. Sections 1601 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Sections 651 et seq.; the California Hazardous Waste Control Act, California Health and Safety Code Sections 25300 et seq.; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code Sections 5249.5 et seq.; as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

1.33 Exempt Waste. Biohazardous or Biomedical Waste (except 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.

1.34 Fiscal Year. The period commencing January 1st of one year and concluding December 31st of the same year for COMPANY. For DISTRICT, it means the period commencing July 1st of one year and concluding June 30th of the subsequent year. Nothing herein shall limit the right of COMPANY to change its fiscal year, if COMPANY should so elect.

1.35 Food Waste. Food scraps and trimmings from food preparation, including but not limited to: meat, fish and dairy waste, fruit and vegetable waste, grain waste, Stable Matter, and acceptable food packaging such items as pizza boxes, paper towels, waxed cardboard and food contaminated paper products.

1.36 Garbage. All non-recyclable packaging, and putrescible waste attributed to normal activities of a Service Unit. Garbage must be generated by and at the Service Unit wherein the Garbage is collected. Garbage does not include those items defined herein as Recyclable Materials, Organic Waste, Bulky Waste, E-Waste, U-Waste, or Exempt Waste.

1.37 Garbage Bin. A metal or plastic container, with a capacity of one (1) cubic yard up to, and including, six (6) cubic yards, designed or intended to be mechanically dumped into a loader packer type garbage truck that is approved for such purpose by the DISTRICT. Garbage Bins may also include Compactors that are owned by the MFD or Commercial Service Unit wherein the MFD or Commercial Collection Service occurs.

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1.38 Garbage Cart. A heavy plastic receptacle with wheels and a rated capacity of at least twenty (20) gallons and not more than ninety-five (95) gallons, having a hinged tight-fitting lid and wheels, that is approved by the DISTRICT Manager-Engineer for use by Service Recipients for Collection Services under this Agreement.

1.39 Green Waste. Any vegetative matter resulting from normal yard and landscaping maintenance that is not more than three (3) feet in its longest dimension or six (6) inches in diameter and fits in the Organic Waste Cart utilized by the Service Recipient. Green Waste includes plant debris, such as Palm, Yucca and Cactus, ivy, grass clippings, leaves, pruning, weeds, branches, brush, Holiday Trees, and other forms of vegetative waste and must be generated by and at the Service Unit wherein the Green Waste is collected. Green Waste does not include items herein defined as Exempt Waste.

1.40 Hazardous Waste. Any material which is defined as a hazardous waste under California or United States law or any regulations promulgated pursuant to such law, as such as local, state or federal law or regulations may be amended from time to time.

1.41 Household Hazardous Waste (HHW). HHW includes dry cell household batteries, cell phones and PDAs; used motor oil; used oil filters when contained in a sealed plastic bag; compact fluorescent light bulbs contained in a sealed plastic bag; cleaning products, pesticides, herbicides, insecticides, painting supplies, automotive products, solvents, stripes, and adhesives, auto batteries; and Universal Waste.

1.42 HHW Element. The Household Hazardous Waste Element of the Integrated Solid Waste Plan required to be developed by the City and the County.

1.43 Interfamilial Assignments. The sale, exchange, or other transfer of substantially all of COMPANY's assets dedicated to service under this Agreement to a spouse, sibling, child, or grandchild of James Ratto.

1.44 Kitchen Food Waste Pail. A plastic receptacle with a rated capacity not exceeding one and one-half (1.5) gallons, having a hinged lid, suitable for use in a SFD or MFD Service Unit for temporary storage of SFD and MFD Organic Waste that is approved for such purpose by the DISTRICT.

1.45 Bulky Waste. Those materials including furniture, carpets, mattresses, White Goods, Brown Goods, E-Waste, clothing, tires without rims, Green Waste, and Large Green Waste which are attributed to the normal activities of a SFD Service Unit, or MFD Service. Large Items must be generated by and at the Service Unit wherein the Large Items are collected. Large Items do not include items herein defined as Exempt Waste.

1.46 Large Green Waste. Oversized Green Waste such as tree trunks and branches with a diameter of not less than six (6) inches and not more than two (2) feet and a length of not more than six (6) feet in its longest dimension, and not weighing more than seventy (70) pounds, which are attributed to the normal activities of a SFD, or MFD. Large Green Waste must be generated by and at the Service Unit wherein the Large Green Waste is collected.

1.47 Materials Recovery Facility (MRF). Any facility, selected by the COMPANY and approved by the DISTRICT, or specifically designated by the DISTRICT, designed, operated, and legally permitted for the purpose of receiving, sorting, processing, storing, or preparing Recyclable Materials for sale.

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1.48 MFD Collection Service. MFD Garbage Collection Service, MFD Recycling Service, MFD Organic Collection Service, and MFD Bulky Waste Collection Service.

1.49 MFD Bulky Waste Collection Service. The periodic scheduled Collection of a combination of Large Items collected by the COMPANY, from MFD Service Units in the Service Area and the delivery of those Large Items to a Disposal Facility, Materials Recovery Facility, Organic Waste Processing Facility or such other facility as may be appropriate under the terms of this Agreement. MFD Bulky Waste Collection Service can include the Collection of Large Items through the use of Debris Boxes.

1.50 MFD Organic Waste. Green Waste and Food Waste separated at the source of generation for inclusion in the MFD Organic Waste Collection Service program.

1.51 MFD Organic Waste Collection Service. The Collection of MFD Organic Waste by the COMPANY from MFD Service Units in the Service Area, and the delivery of that MFD Organic Waste to an Organic Waste processing facility.

1.52 MFD Recycling Service. The Collection of Recyclable Materials, by the COMPANY, from MFD Service Units in the Service Area, the delivery of those Recyclable Materials to a Materials Recovery Facility and the processing and marketing of those Recyclable Materials.

1.53 MFD Service Unit. Any combination of Dwelling Units in the Service Area utilizing a common Garbage Bin for the accumulation and set-out of Garbage.

1.54 MFD Garbage Collection Service. The Collection of Garbage, by the COMPANY, from MFD Service Units in the Service Area and the delivery of that Garbage to the Disposal Facility.

1.55 Non-Collection Notice. A form developed and used by the COMPANY, as approved by the DISTRICT, to notify Service Recipients of the reason for non-collection of materials set out by the Service Recipient for Collection by COMPANY pursuant to this Agreement.

1.56 Occupied. When a person or persons has taken or is/are holding possession of the Service Unit for temporary or permanent use. For the purpose of determining whether a Service Unit was occupied during periods when refuse collection service was available to such Service Unit, the Service Unit shall be presumed to have been so occupied unless evidence is presented that no gas, electric, telephone, or water utility services were consumed on such Service Unit during such periods or such other evidence is presented to the satisfaction of the DISTRICT Manager-Engineer.

1.57 Organic Waste. Includes Food Waste and Green Waste.

1.58 Organic Waste Bin. A metal or plastic container, with a capacity of one (1) cubic yard up to and including six (6) cubic yards, designed or intended to be mechanically dumped into a loader packer type truck that is approved for such purpose by the DISTRICT.

1.59 Organic Waste Cart. A heavy plastic receptacle with wheels and a rated capacity not exceeding ninety-five (95) gallons, having a hinged tight-fitting lid, and wheels, that is approved for such purpose by the DISTRICT. If the organic waste cart is used to hold Food Waste the cart must have a Food Waste program sticker attached in a clearly visible area.

1.60 Organic Waste Processing Facility. Any facility selected by the COMPANY that is designed, approved by the DISTRICT, or specifically designated by the DISTRICT, operated and legally permitted for the purpose of receiving and processing Organic Waste and Large Green Waste.

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1.61 Owner. The person holding the record title to the real property constituting the Service Unit to which solid waste collection service is to be provided under this Agreement.

1.62 Pass-Through Cost. A cost to which no element of overhead, administrative expense, profit, or other mark-up is added when included in calculations for compensation and rates.

1.63 Recyclable Materials. Those materials which are capable of being recycled and which would otherwise be processed or disposed of as Garbage. Recyclable Materials include those materials defined by the DISTRICT, including newsprint (including inserts); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, brown bags and paper, paperboard, paper egg cartons, office ledger paper, and telephone books); glass containers; aluminum beverage containers; small scrap and cast aluminum (up to 20 pounds); steel including "tin" cans, empty aerosol cans (empty, non-toxic products) and small scrap (up to 20 pounds); bimetal containers; plastic bags, plastic food containers, #1-7 plastics regardless of form or mold (including but not limited to plastic containers, bottles, wide mouth tubs, plastic bags, film plastic, and polystyrene), aluminum foil and pans.

1.64 Recyclables Tote-Bag. A collapsible bag distributed to all MFD customers for their use in transporting recyclable materials to the collection point that is approved for such purpose by the DISTRICT and is appropriately labeled as a Recyclables Tote-Bag.

1.65 Recycling Bin. A plastic or metal container, with a capacity of one (1) cubic yard up to and including six (6) cubic yards, designed or intended to be mechanically dumped into a loader packer type recycling truck that is approved for such purpose by the DISTRICT and is appropriately labeled as a Recycling Bin.

1.66 Recycling Cart. A heavy plastic receptacle with wheels and a rated capacity of at least sixty-eight (68) gallons and not more than ninety-five (95) gallons, having a hinged tight-fitting lid, and wheels that is approved for such purpose by the DISTRICT and is appropriately labeled as a Recycling Cart.

1.67 Related Party Entity. Any entity that has contractual relationships with COMPANY during the term of this agreement, including extensions, and in which a majority of the ownership interest of the other entity is owned or effectively controlled by the COMPANY, or by one or more of the current, then current or former shareholders, directors, officers, or senior management employees of COMPANY or by their spouses, siblings, or issue.

1.68 Service Area. That area within the corporate limits of the Novato Sanitary District, California.

1.69 Service Recipient. An individual or company receiving Collection Service.

1.70 Service Unit. SFD Service Units, MFD Service Units, and Commercial Service Units.

1.71 SFD Collection Service. SFD Garbage Collection Service, SFD Recycling Collection Service, SFD Organic Waste Collection Service, and SFD Bulky Waste Collection Service.

1.72 SFD Bulky Waste Collection Service. The periodic scheduled Collection of a combination of loose Large Items not exceeding an approximately equivalent of four (4) cubic yards and three (3) individual Large Items, such as a TV, couch, or water heater, collected by the COMPANY, from SFD Service Units in the Service Area and the delivery of those Large Items to a Disposal Facility, Materials Recovery Facility, Organic Waste Processing Facility or such other

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facility as may be appropriate under the terms of this Agreement. SFD Bulky Waste Collection Service does not include the collection of Large Items through the use of Debris Box Containers.

1.73 SFD Organic Waste. Green Waste and Food Waste comingled for inclusion in the SFD Organic Waste Collection Service program.

1.74 SFD Organic Waste Collection Service. The Collection of Residential Organic Waste by the COMPANY from SFD Service Units in the Service Area, the delivery of that Residential Organic Waste to an Organic Waste Processing Facility.

1.75 SFD Recycling Collection Service. The Collection of Recyclable Materials by the COMPANY from SFD Service Units in the Service Area, the delivery of those Recyclable Materials to a Materials Recovery Facility and the processing and marketing of those Recyclable Materials.

1.76 SFD Garbage Collection Service. The Collection of Garbage, by the COMPANY, from SFD Service Units in the Service Area and the delivery of that Garbage to a Disposal Facility.

1.77 SFD Service Unit. Any Dwelling Unit in the Service Area utilizing a Garbage Cart, or any combination of Dwelling Units sharing Garbage Carts, for the accumulation and set out of Garbage.

1.78 Sharps. Sharps includes needles, scalpels, blades, broken medical glass, broken capillary tubes, and ends of dental wires.

1.79 Sludge. The accumulated solids, residues, and precipitates generated as a result of waste 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.

1.80 Solid Waste. Garbage, organic waste, recyclable materials, and construction and demolition debris

1.81 SRRE Element. The Source Reduction and Recycling Element of the County Integrated Waste Management Plan prepared by the City and the County.

1.82 Stable Matter. Manure and other waste matter normally accumulated and associated with stables or in domestic livestock.

1.83 Transfer Station. Those facilities used to receive solid wastes, temporarily store, separate, convert, or otherwise process the materials in the solid wastes, or to transfer the solid wastes directly from smaller to larger vehicles for transport and those facilities used for transformation.

1.84 Waste Reduction Program. Any program that reduces the amount of refuse that would otherwise be disposed of in a landfill, including without limitation, source reduction, recycling, composting, salvaging, and waste-to-energy projects.

1.85 Universal Waste. Televisions, computer monitors, consumer electronics with circuit boards, fluorescent lamps, cathode ray tubes, non-empty aerosol cans, instruments and switches that contain mercury, and dry cell batteries containing cadmium copper, or mercury.

1.86 White Goods. Discarded refrigerators, ranges, water heaters, freezers, and other similar household appliances.

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1.87 Work Day. Any day, Monday through Saturday that is not a holiday.

1.88 Zero Waste. The term “Zero Waste” derives from applying the principal of sustainability to redefine the concept of waste in our society. Zero Waste principals promote the highest and best use of materials to eliminate waste and pollution, emphasizing a closed-loop system of production and consumption, moving in logical increments toward the goal of Zero Waste through the core principals of:

- Improving “downstream” reuse/recycling of end-of-life products and materials to ensure their highest and best use;
- Pursuing “upstream” redesign strategies to reduce the volume and toxicity of discarded products and materials, and promote low-impact or reduced consumption lifestyles;
- Fostering and supporting use of discarded products and materials to stimulate and drive local economic and workforce development.

January 21, 2011 Draft FA Language

Draft Date: January 21, 2011

Article 2 Grant and Acceptance of Franchise will be amended by deleted Section 2.01 – 2.04 and replacing it with the following:

Article 2. GRANT AND ACCEPTANCE OF FRANCHISE

2.01 Grant and Acceptance of Franchise. Subject to Section 2.5, DISTRICT hereby grants to COMPANY the exclusive franchise, right and privilege to collect, transport, recycle, and dispose of solid waste accumulating in the service area that is required to be offered for collection to COMPANY in accordance with current laws, regulations, and ordinances for the term of and within the scope set forth in this Agreement. COMPANY hereby accepts the franchise on the terms and conditions set forth in this Agreement.

2.02 Effective Date. The "Effective Date" of this Agreement shall be the date entered on the first page of this Agreement.

2.03 Term of Agreement. Except as provided in Section 2.5, the Term of this Agreement shall begin on [REDACTED], 2011 and shall expire at midnight on December 31, 2025, subject to extension as may occur pursuant to Section 2.4 herein.

2.04 Option to Extend Term. Provided that the COMPANY has met the Zero Waste Minimum Requirements as specified in Article 4.12, DISTRICT shall have the option to extend this Agreement for a maximum additional sixty (60) months. If DISTRICT elects to exercise this option, it shall give written notice not less than one (1) year prior to the initial termination date provided in Section 2.3 of this Agreement.

COMPANY may request, prior to the time for DISTRICT to provide written notice of extension, that DISTRICT consider extending the Agreement as provided herein. Upon request of COMPANY for such extension, DISTRICT agrees to consider any proposal included with such request in good faith and DISTRICT agrees not to unreasonably withhold approval of such request, provided that COMPANY has at no time breached this Agreement, service has been provided at least at a satisfactory level, collection rates are competitive by comparison with surrounding communities and the Zero Waste Minimum Requirements as specified in Article 4,12 have been met. Nonetheless, the granting of such extension shall remain in the sole discretion of the DISTRICT. Furthermore, should the provisions of Section 2.5 cause the term of the Agreement to be reduced, no extension of the term under this provision shall be considered.

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Article 4 Direct Services, Sections 4.1 – 4.4 will be deleted and replaced with the following:

Article 4. ZERO WASTE COLLECTION AND PROCESSING SERVICES

4.01 Service Units

4.01.1 Service Units. Service Units shall include all the following categories of Service Unit which are in the Service Area as of 2011, and all such Service Unit which may be added to the Service Area by means of annexation, new construction, or as otherwise set forth in this Agreement during term of this Agreement:

4.01.1.1 SFD Service Units

4.01.1.2 Commercial Service Units

4.01.1.3 MFD Service Units

4.01.1.4 Local Government Agencies Service Units

4.01.1.5 Any question as to whether a Service Unit falls within one of these categories shall be determined by the DISTRICT Manager-Engineer and the determination of the DISTRICT Manager-Engineer shall be final.

4.01.2 Service Unit Changes. The DISTRICT and COMPANY acknowledge that during the term of this Agreement it may be necessary or desirable to add or delete Service Units for which COMPANY will provide Collection Services.

4.01.3 Additions and Deletions. COMPANY shall provide services described in this Agreement to new Service Units within five (5) Work Days of receipt of notice from the DISTRICT or new Service Unit to begin such service.

4.01.4 Coordination with Street Sweeping. THE DISTRICT AND COMPANY acknowledges that COMPANY may have to modify collection days to accommodate the CITY's street sweeping schedule.

4.01.5 Route Map Update. COMPANY shall revise the Service Unit route maps to show the addition of Service Units added due to annexation and/or addition of new service areas and shall provide such revised maps to the DISTRICT Manager-Engineer as requested.

4.02 District Direction of Collected Materials. The DISTRICT reserves its right to direct COMPANY to deliver Garbage, Recyclable Materials, Organic Waste, or Construction and Demolition Debris collected by COMPANY under the terms of this Agreement to an appropriately licensed and permitted facility that may provide financial or environment benefits to the DISTRICT. If such direction by the DISTRICT results in the COMPANY's costs to provide services to increase, the COMPANY may request additional compensation.

4.03 SFD Collection Services. These services shall be governed by the following terms and conditions:

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4.03.1 General Conditions of Service. The COMPANY shall provide SFD Collection Service to all SFD Service Units in the Service Area whose Garbage is properly containerized in Garbage Carts, Recyclable Materials are properly containerized in Recycling Carts; and Organic Waste is properly containerized in Organic Waste Carts. Garbage, Recycling and Organic Waste Carts will be collected at least once a week and on the same collection day. SFD Collection Service shall be automated wherever feasible. The method of collection and location for collection of SFD Carts shall at all times be consistent with DISTRICT's Garbage, Recyclable Materials, and Organic Waste collection, removal, diversion, and disposal regulation. COMPANY shall offer Garbage Carts in 20, 32, 68 and 95 gallon cart sizes, and Recyclables Materials and Organic Waste Carts in 68 or 95 gallon cart sizes. If containers smaller than 20 gallons become available and agree with collection methods, DISTRICT and COMPANY agree to work together to provide the smaller garbage collection containers. The size of the recycling and organic waste containers shall be determined by the customer. Customers may request up to one (1) additional recycling and organic waste containers which will be supplied at no additional charge. As new programs are developed, COMPANY may provide alternate containers with the approval of the DISTRICT. The size of the Cart shall be determined between the SFD Service Recipient and the COMPANY.

4.03.1.1 Ownership of and Replacement of Carts. COMPANY-furnished Carts will remain property of COMPANY. COMPANY shall be responsible for reasonable maintenance and replacement of Carts. COMPANY may inform customers that containers are to remain at the residence upon sale or transfer of the property. To the extent that Carts are lost or stolen, COMPANY shall provide new Carts to the Service Recipient at no cost, provided that COMPANY shall not be required to supply more than one replacement Cart to any Service Unit within a one-year period unless circumstances demonstrate that Service Recipient had no responsibility for the loss or damage to the Cart. At the end of the Term of this Agreement, including any extensions provided hereunder, the Carts shall be property of the COMPANY, and COMPANY shall be responsible for removal of the Carts from all Service Units, unless alternative arrangements for disposition of the Carts are agreed to by COMPANY and DISTRICT.

4.03.1.2 Curbside Collection Service. The COMPANY shall service Carts that are used for SFD Service Units that are placed at the curb or roadway edge, so as to be readily accessible to the armature of the automated collection truck. In cases where placement of containers at the curb or roadway edge would present a safety hazard for motorists or pedestrians or represent a physical hardship to customers, COMPANY shall designate an alternate location for the placement of the Carts. The designated pick-up area, if disputed by the customer or COMPANY, shall be determined by the DISTRICT Manager-Engineer. In such cases, COMPANY shall be responsible for service of the Cart, irrespective of whether the automated armature can reach the Cart. However, COMPANY shall not be obligated to provide off-sized Carts or nonstandard Cart. Some SFD Service Unit locations may not be appropriate for standard automated service, due to the topography or road conditions. In such cases, customers may be required to supply their own solid waste containers. Any dispute between the COMPANY and customer concerning the availability and use of automated Carts, shall be determined by the DISTRICT Manager-Engineer.

4.03.1.3 On-Premise Collection Service - Subscription. A SFD Service Recipient may subscribe for On-premise SFD Collection Service where Garbage, Recyclable Materials, and Organic Waste Carts are collected from a side-yard, backyard, or other off-street

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location agreed on between the COMPANY and the Service Recipient. COMPANY may charge for On-premise collection at the rates as set forth in the SFD Collection Rates in **Exhibit #**.

4.03.1.4 On-Premise Collection Service – Physical Disability. A SFD Service Recipient, and all other adults living at the Service Unit residing therein, that has disabilities that prevent him/her from being physically able to place Garbage, Recyclable Materials, or Organic Waste Carts at the curb for collection shall receive On-premise Collection Service where all Garbage, Recyclable Materials, and Organic Waste Carts are collected from a side-yard, backyard, or other off-street location agreed on between the COMPANY and the Service Recipient. COMPANY shall provide this service at the SFD Collection Rates as set forth in **Exhibit #**.

4.03.1.5 Frequency and Scheduling of Service. Unless otherwise approved by DISTRICT, residential recyclable materials collection will be on the same day of the week as solid waste collection service. COMPANY will notify recycling customers, as is done for regular service, regarding holiday collection schedules.

4.03.1.6 Non-Collection. COMPANY shall not be required to collect any Garbage, Recyclable Material, or Organic Waste that is not placed in a Cart. In the event of non-collection, COMPANY shall affix to the Cart a Non-collection Notice explaining why collection was not made, or alternatively COMPANY shall telephone the customer with an explanation on the same day as the intended pick up. COMPANY shall maintain a copy of such notices during the term of this Agreement.

4.03.2 SFD Garbage Collection Service. This service will be governed by the following additional terms and conditions:

4.03.2.1 Disposal Facility. All Garbage collected as a result of performing SFD Garbage Collection Services shall be transported to, and disposed of, at the Disposal Facility.

4.03.2.2 Additional Garbage Carts. Upon notification to the COMPANY by the DISTRICT or a Service Recipient that additional Garbage Carts are requested, the COMPANY shall deliver such Garbage Carts to such Service Recipient within five (5) Work Days. COMPANY shall be compensated for the cost of additional Garbage Carts in accordance with the SFD Collection Rates Rate in **Exhibit #** or as may be adjusted under the terms of this Agreement.

4.03.3 SFD Recycling Collection Service. This service will be governed by the following additional terms and conditions:

4.03.3.1 Free Service. The COMPANY may not charge for the collection of Recyclable Materials, and SFD Recycling Collection Service shall be unlimited. However, for a SFD Service Recipient to receive free recycling services, they must be subscribe for SFD Garbage Collection Service.

4.03.3.2 Recyclables Materials. COMPANY shall collect Recyclable Materials as specified in this Agreement and consistent with direction of the DISTRICT, the DISTRICT's Zero Waste Goals, AB 32, and the HHW and SRRE Element Plans approved by the City and the County.

4.03.3.3 Material Recovery Facility. All Recyclable Materials collected as a result of performing Recycling Services shall be delivered to the Materials Recovery Facility.

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4.03.3.4 Marketing and Sale of Recyclable Materials. All expenses related to Recyclable Materials processing and marketing will be the sole responsibility of COMPANY. Revenues from the sales of these materials shall be applied to the cost of services under the Agreement to reduce COMPANY's revenue requirement. COMPANY shall sell all recyclable materials collected pursuant to this Agreement at not less than fair market value.

4.03.3.4.1. DISTRICT shall have the right to request COMPANY to provide to DISTRICT the COMPANY's records, as to sale of recyclables, in such form and to the extent as DISTRICT deems necessary to review COMPANY's marketing methods, primary contingent markets, pricing policy, and assumed salvage value for each collected type of recyclable.

4.03.3.4.2. As is provided in Section [REDACTED] (Ownership of Solid Waste), DISTRICT may at any time pursuant to written notification to the collector, assume ownership and direction of the solid waste stream, including recyclables. DISTRICT may assert its right to ownership of only a portion of the solid waste stream, such as recyclables, and thereafter direct COMPANY to market and/or sell the recyclables in a particular manner, and DISTRICT may enter into contracts for the processing and disposition of same.

4.03.3.4.3. Nothing contained in this Section is intended to nor shall it affect the exclusive right granted to COMPANY to collect, transport, recycle, and dispose of solid waste, recyclables, or compostable materials, as set forth in this Agreement, provided that COMPANY remains in compliance with DISTRICT directives and orders, once the DISTRICT has elected to assume ownership and control of the solid waste stream.

4.03.3.5 Additional Recycling Carts. COMPANY shall provide additional SFD Recycling Carts to SFD Collection Service Recipients within five (5) days of request at no additional cost provided that additional carts are used by Service Recipients for the purposes of setting out additional Recyclable Materials for regular weekly Recycling Collection Service.

4.03.3.6 Overages. Corrugated cardboard or other recyclable materials that will not fit inside the Recycling Cart may be flattened, bagged and/or bundled and placed beside the Recycling Cart.

4.03.3.7 Recycling - Changes to Work. Should changes in law arise that necessitate any additions or deletions to the work described herein including the type of items included as Recyclable Materials, the parties shall negotiate any necessary cost changes and shall enter into an Agreement amendment covering such modifications to the work to be performed and the compensation to be paid before undertaking any changes or revisions to such work.

4.03.3.8 Recycling - Improper Procedure. Except as set forth in Section 4.03.3.6 and 4.03.5 the COMPANY shall not be required to Collect Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Garbage or Organic Waste. If Recyclable Materials are contaminated through commingling with Garbage or Organic Waste, the COMPANY shall, if practical, separate the Garbage or Organic Waste from the Recyclable Materials. The Recyclable Materials shall then be collected and the Garbage or Organic Waste shall be left in the Recycling Cart along with a Non-collection Notice explaining why the Garbage or Organic Waste is not considered a Recyclable Material. However, in the event the Recyclable Materials and Garbage or Organic Waste are commingled to the extent that they cannot easily be separated by the COMPANY or the nature of the Garbage or Organic Waste renders the entire Recycling Cart

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contaminated, the COMPANY will leave the Recycling Cart un-emptied along with a Non-collection Notice that contains instructions on the proper procedures for setting out Recyclable Materials.

4.03.4 SFD Organic Waste Collection Service. This service will be governed by the following terms and conditions:

4.03.4.1 Free Service For Up to Two (2) Organic Waste Carts. The COMPANY may not charge for the collection of Organic Waste collected in up to two (2) Organic Waste Carts. COMPANY may charge SFD Service Recipients for three (3) or more Organic Waste carts in accordance with SFD Collection Rates in **Exhibit #**. However, COMPANY may not limit the amount of SFD Organic Waste Collection Service provided to a Service Recipient.

4.03.4.2 Organic Waste Processing Services. COMPANY shall ensure that all Organic Waste collected pursuant to this Agreement are diverted from the landfill in accordance with AB 939 and AB 32 and any subsequent or other applicable legislation and regulations. COMPANY shall ensure that all materials collected under this Organic Waste Collection Service will qualify for CalRecycle diversion credits. If so directed in writing by DISTRICT, COMPANY agrees to develop, implement, operate, and participate (locally and/or regionally) in mulching, composting, and/or similar such activities to achieve diversion requirements within the jurisdictional boundaries of the DISTRICT. COMPANY agrees to aggressively pursue new opportunities to divert organic waste from disposal at the landfill.

4.03.4.3 Organic Waste Processing Facility. COMPANY shall deliver all collected Organic Waste to a fully permitted Organic Waste Processing Facility or a fully permitted Organic Waste transfer station. All expenses related to Organic Waste processing and marketing will be the sole responsibility of COMPANY.

4.03.4.4 Organic Waste Processing. COMPANY shall ensure that the Organic Waste collected pursuant to this Agreement is not disposed of in a landfill, except as a residue resulting from processing, and the degree feasible, that Organic Waste shall be composted and not be used as Alternative Daily Cover or Beneficial Use at a landfill.

4.03.4.5 Additional Organic Waste Carts. COMPANY shall provide one (1) additional SFD Organic Waste Cart to SFD Service Recipients within five (5) days of request at no additional cost provided that additional carts are used by SFD Service Recipients for the purposes of setting out additional Organic Waste Materials for regular weekly Organic Waste Collection Service.

4.03.4.6 Kitchen Food Waste Pails. COMPANY shall provide Kitchen Food Waste Pails to SFD Service Recipients within five (5) days of request at no additional cost provided that Kitchen Food Waste Pails are used by SFD Service Recipients.

4.03.4.7 Home Compost Bins. COMPANY shall provide, at direct cost, a Bio-Stack Compost Bin to any SFD Collection Service Recipient that request one.

4.03.4.8 Curbside Holiday Tree Collection. COMPANY shall operate an annual Christmas tree collection program. The program shall include, as a minimum service level, curbside collection of reasonably-sized whole trees during at least a one-week period each January, in addition to the collection of Holiday trees placed within the Greenwaste Carts and collected pursuant to ordinary Greenwaste collection procedures. The Holiday tree collection program shall target all properties in the service area. Trees collected by Holiday shall be processed of in a

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manner that will qualify for CalRecycle diversion credits. The program shall include informational flyers that will inform customers of program details. Flyers shall be distributed annually and in a timely manner to all customers. Reasonable collection program criteria may be adopted by COMPANY with the approval of DISTRICT (e.g., dates for collection, size of acceptable trees, locations for tree collection, etc.).

4.03.4.8.1. Contaminated Holiday Trees. Holiday trees that are flocked or contain tinsel or other decorations may be delivered to the Disposal Facility at the discretion of the COMPANY.

4.03.4.9 Non-collection. COMPANY shall not be required to Collect any Organic Waste that is mixed with either Garbage, or Recyclable Materials. In the event of non-collection, COMPANY shall affix to the Organic Waste Cart a Non-Collection Notice explaining why collection was not made. COMPANY shall maintain a copy of such notices during the term of this Agreement.

4.03.5 Bulky Waste Collection. This service will be governed by the following terms and conditions:

4.03.5.1 Maximum Reuse and Recycling. COMPANY shall dispose of Bulky Waste collected from Service Units pursuant to this Agreement in accordance with the following hierarchy:

- 4.03.5.1.1. Reuse
- 4.03.5.1.2. Disassemble for reuse or Recycling
- 4.03.5.1.3. Recycle
- 4.03.5.1.4. Compost
- 4.03.5.1.5. Disposal

4.03.6 Bi-Annual Cleanups. COMPANY shall provide services for two (2) cleanup events each year, one during the spring, and one in the fall. The dates for the cleanups shall be proposed by the COMPANY prior to November 1 of each year and approved by the DISTRICT Manager-Engineer. COMPANY shall pick up authorized cleanup items from all single-family customers at the curbside and properly dispose of such waste at no additional cost to customers. All material collected shall be dry waste, shall not include garbage or putrescible matter, and shall not include dirt, rock, or concrete. The total collected from any single-family living unit shall not exceed 2 cubic yards. As appropriate, items are to be bagged in thirty-five (35) gallon size trash bags or placed in regular trash containers. Larger items left for these cleanups must be capable of being easily loaded into standard garbage packer trucks. COMPANY shall provide suitable notification of cleanup events, including appropriate advertising and press releases for the events, and all single family customers shall be sent a mailer in the month prior to each event. The DISTRICT Manager-Engineer shall approve advertisements and mailers prior to publishing or mailing.

4.03.6.1 Bulky Waste Items Containing Freon. During cleanup events, Service Recipients may make an appointment with COMPANY for the collection of used appliances (*i.e. washers, dryers, stoves, refrigerators, freezers, etc.*). In the event COMPANY Collects Bulky Waste that contain Freon, COMPANY shall handle such Bulky Waste in a manner such that the Large Items are not subject to regulation as Hazardous Waste under applicable state and federal

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laws or regulations. COMPANY may charge for collecting Large Items containing Freon in accordance with the rates in Bulky Waste Collection Rates set forth in **Exhibit #**.

4.03.6.2 Records. COMPANY shall record by class and weight the solid waste, used appliances, etc., collected during the cleanup events. COMPANY shall record the kinds and weights of waste diverted during these cleanups from the landfill through recycling, reuse, composting, transformation, or other means of diversion.

4.03.6.3 DISTRICT Direction of Bulky Waste. DISTRICT reserves the right to direct COMPANY to take Bulky Waste collected pursuant to this Section to a designated site or sites for the purpose of permitting persons who will reuse or recycle such Bulky Waste to obtain the Bulky Waste Items at no cost. COMPANY shall have no obligation to dispose of the Bulky Waste or Bulky Waste residue remaining at the directed site or sites after reusers and recyclers have removed reusable or recyclable Large Items. COMPANY shall be entitled to an adjustment to the service rates to reflect any increased costs arising from the DISTRICT's direction.

4.04 Commercial Collection Services. These services will be governed by the following terms and conditions:

4.04.1 General Conditions of Service. The COMPANY shall provide Commercial Garbage Collection Service, Commercial Recycling Collection Service, Commercial Organic Waste Collection Service, and Commercial Debris Box Collection Service to all Commercial Service Units in the Service Area whose Garbage, Recyclable Materials, and Organic Waste are properly containerized in Bins, Carts, or Debris Boxes as appropriate where the Bins, Carts are accessible as set forth in Sections 4.03.3 and 4.03.4. The size of the container and the frequency (above the minimum) of collection shall be determined between the Service Recipient and the COMPANY. However, the size and frequency shall be sufficient to provide that no Garbage, Recyclable Materials, or Organic Waste Materials need be placed outside the Bin, Cart or Debris Box.

4.04.1.1 Required Capacity. COMPANY shall provide Commercial Recycling Collection Service and Organic Waste Collection Service to all Commercial Service Units in the Service Area. For each Service Unit, COMPANY shall offer a minimum capacity of Commercial Recycling Collection and Commercial Organic Waste Collection Service appropriate to the capacity measured as the total cubic yards collected weekly for Commercial Garbage Collection Service.

4.04.1.2 Accessibility. COMPANY shall collect all Garbage, Recycling, or Organic Waste Bins or Carts that are readily accessible to the COMPANY'S crew and vehicles and not blocked. However, COMPANY may provide "push services" as necessary during the provision of Commercial Collection Services. Push services shall include, but not be limited to moving manually or by a specialized "scout" truck the Bins or Carts from their storage location for collection and returning the Bins or Carts to their storage location.

4.04.1.3 Manner of Collection. The COMPANY shall provide Commercial Collection Service with as little disturbance as possible and shall leave any Bin or Cart at the same point it was originally located without obstructing alleys, roadways, driveways, sidewalks or mail boxes. COMPANY shall provide containers and shall collect contents of the containers not less than once per week. Special consideration shall be given when determining the pick up area for commercial, industrial, and/or multi-family accounts to ensure that the flow of traffic is not impeded and that it does not result in aesthetic degradation of an area. The designated pick-up

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area, if disputed by customer or COMPANY, shall be determined by DISTRICT Manager-Engineer. Additionally, if in his/her opinion the location of an existing pick up area is inappropriate, he/she shall cause the customer or COMPANY to relocate the pick up area.

4.04.2 Commercial Garbage Collection Service.

4.04.2.1 Conditions of Service. The COMPANY shall provide Commercial Garbage Collection Service to all Commercial Service Units in the Service Area whose Commercial Garbage is properly containerized in Garbage Bins or Carts, where the Garbage Bins or Carts are accessible.

4.04.2.2 Disposal Facility. All Commercial Garbage collected as a result of performing Commercial Garbage Collection Services shall be transported to, and disposed of, at the Disposal Facility. Failure to comply with this provision shall result in the levy of an administrative charge as specified in this Agreement and may result in the COMPANY being in default under this Agreement.

4.04.2.3 Size and Frequency of Service. This service shall be provided as deemed necessary and as determined between the COMPANY and the customer, but such service shall be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection Service scheduled to fall on a holiday may be rescheduled as determined between the customer and the COMPANY as long as the minimum frequency requirement is met. Service may be provided by Bin or Cart at the option of the customer. The size of the container and the frequency (above the minimum) of collection shall be determined between the customer and the COMPANY. However, size and frequency shall be sufficient to provide that no Commercial Garbage need be placed outside the Bin or Cart. The COMPANY shall provide containers as part of the Commercial Collection Service Rates in **Exhibit #**, however, customers may own their compactor provided that the customer is completely responsible for its proper maintenance and that such compactor shall be of a type that can be serviced by the COMPANY'S equipment.

4.04.2.4 Commercial Garbage Overflow. In the case of repeated overflows of Commercial Garbage, COMPANY shall contact the Commercial Service Unit management to arrange for an appropriate change in Garbage Bin or Cart size, collection frequency or both. In the event, COMPANY cannot successfully contact the Commercial Service Unit management after three attempts, or cannot reach an agreement with such management regarding the change in service, COMPANY shall advise the DISTRICT Manager-Engineer, either by Fax or e-mail, of the details of the Commercial Garbage overages, and the attempts at communication with the Commercial Service Unit management. The DISTRICT Manager-Engineer shall respond to COMPANY'S report and make a final written determination. Within five (5) Work Days of receipt of the DISTRICT Manager-Engineer's written determination, COMPANY shall change the Collection Service in accordance with such written determination.

4.04.2.5 Non-Collection. COMPANY shall not be required to collect any Commercial Garbage that is not placed in a Garbage Bin or Cart unless such Commercial Garbage is outside the Garbage Bin or Cart as a result of overflow. In the event of non-collection, COMPANY shall affix to the Garbage Bin or Cart a Non-collection Notice explaining why collection was not made, or alternatively COMPANY shall telephone the customer with an explanation on the same day as the intended collection.

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4.04.3 Commercial Recycling Collection Service. This service will be governed by the following terms and conditions:

4.04.3.1 Free Service. The COMPANY may not charge for the collection of Recyclable Materials, and Commercial Recycling Collection Service shall be unlimited provided that Recyclable Materials are placed in Carts or Bins.

4.04.4 Conditions of Service. The COMPANY shall provide Commercial Recycling Collection Service to all Commercial Service Units in the Service Area whose Recyclable Materials are properly containerized in Recycling Bins, Carts or Debris Boxes, except as set forth below, where the Recycling Bins, Carts, or Debris Boxes are accessible. COMPANY may not charge for collection of Recyclable Materials. Any dispute between COMPANY and customer concerning the availability and use of automated containers shall be determined by the DISTRICT Manager-Engineer. Materials collected shall be those specified by COMPANY consistent with direction of the DISTRICT, the DISTRICT's Zero Waste Goals, AB 32, and the HHW and SRRE Element Plans approved by the City and the County. Commercial Recycling Collection will occur Monday – Friday, and on Saturdays upon request.

4.04.5 Material Recovery Facility. All Recyclable Materials collected as a result of performing Commercial Recycling Services shall be delivered to the Material Recovery Facility. Failure to comply with this provision shall result in the levy of liquidated damages as specified in this Agreement. All expenses related to Recyclable Materials processing and marketing will be the sole responsibility of COMPANY.

4.04.6 Size and Frequency of Service. This Service shall be provided as deemed necessary and as determined between the COMPANY and the customer, but such service shall be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that collection service scheduled to fall on a holiday may be rescheduled as determined between the customer and the COMPANY as long as the minimum frequency requirement is met. Service may be provided by Bin, Cart or Debris Box at the option of the customer. The size of the container and the frequency (above the minimum) of collection shall be determined between the customer and the COMPANY. However, size and frequency shall be sufficient to provide that no Recyclable Materials need be placed outside the Bin, Cart or Debris Box. The COMPANY shall provide containers as part of the Commercial Collection Service Rates in **Exhibit #**, however, customers may own their Compactor provided that the customer is completely responsible for its proper maintenance and such Compactor shall be of a type that can be serviced by the COMPANY'S equipment.

4.04.7 Additional Recycling Bins or Carts. COMPANY shall provide additional Commercial Recycling Bins and Carts to Commercial Service Recipients within five (5) days of request at no additional cost provided that additional bins and carts are used by Commercial Service Recipients for the purposes of setting out additional Recyclable Materials for regular weekly Recycling Collection Service.

4.04.8 Recycling - Improper Procedure. If Recyclable Materials are contaminated through commingling with Commercial Garbage, the COMPANY shall, if practical, separate the Commercial Garbage from the Recyclable Materials. The Recyclable Materials shall then be collected and the Commercial Garbage shall be left in the Recycling Bin, Cart or Debris Box along with a Non-collection Notice of why the Garbage is not considered a Recyclable Material. However,

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in the event the Recyclable Materials and Commercial Garbage are commingled to the extent that they cannot easily be separated by the COMPANY or the nature of the Commercial Garbage renders the entire Recycling Bin, Cart or Debris Box contaminated, the COMPANY will leave the Recycling Bin, Cart or Debris Box un-emptied along with a Non-collection Notice which contains instructions on the proper procedures for setting out Recyclable Materials. Upon notification from the DISTRICT Manager-Engineer, COMPANY shall collect the contaminated Recyclable Materials as part of the next regularly scheduled Commercial Garbage Collection and dispose of it at the Disposal Facility.

4.04.9 Recycling - Changes to Work. Should changes in law arise that necessitate any additions or deletions to the work described herein including the type of items included as Recyclable Materials, the parties shall negotiate any necessary cost changes and shall enter into an Agreement amendment covering such modifications to the work to be performed and the compensation to be paid before undertaking any changes or revisions to such work.

4.05 Commercial Organic Waste Service. This service will be governed by the following terms and conditions:

4.05.1 Service Rate. COMPANY agrees that the provision of Commercial and MFD Organic Waste Collection Service to Commercial and MFD Service Units is critical to COMPANY's ability to meet the Zero Waste Minimum Requirements as set forth in Article 4.12 of this Agreement, and Commercial and MFD Organic Waste Service will be provided at a discounted rate as set forth in the Commercial Collection Service Rates in **Exhibit #**. COMPANY further agrees that not all Commercial and MFD Service Units will elect to receive Organic Waste Collection Service in Carts, and that COMPANY will provide Organic Waste Collection Bins upon request and as necessary. Further, COMPANY agrees that there are several Commercial Service Units that utilize Compactors for collection of Organic Waste, and that COMPANY will provide a sufficient number of Carts or Bins and at a collection frequency to allow for any such Commercial Service Unit to utilize the free collection of Organic Waste. Commercial Organic Waste Collection will occur Monday – Friday, and on Saturdays upon request and as necessary.

4.05.2 Conditions of Service. The COMPANY shall provide Commercial Organic Waste Collection Service to all Commercial Service Units in the Service Area whose Organic Waste materials are properly containerized in Organic Waste Bins, Carts, Debris Boxes, or Compactors except as set forth below, where the Organic Waste Bins, Carts, debris Boxes, or Compactors are accessible. COMPANY shall not charge for collection of Organic Waste collected in Carts or Bins. COMPANY shall collect and remove all organic waste material placed in collection containers from commercial and institutional locations where property owners or resident on-site managers perform their own landscaping work and do not contract for a fee for such service.

4.05.3 Organic Waste Processing Facility. All Organic Waste collected as a result of performing Commercial Collection Services shall be delivered to the Organic Waste Processing Facility. Failure to comply with this provision shall result in the levy of an administrative charge as specified in this Agreement and may result in the COMPANY being in default under this Agreement. All expenses related to Organic Waste processing and marketing will be the sole responsibility of COMPANY.

4.05.4 Size and Frequency of Service. This Service shall be provided as deemed necessary and as determined between the COMPANY and the customer, but such service shall be

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received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection Service scheduled to fall on a holiday may be rescheduled as determined between the customer and the COMPANY as long as the minimum frequency requirement is met. Service may be provided by Bin, Cart or Debris Box at the option of the customer. The frequency of collection should be as required in this Article unless generation of organic waste does not warrant such service to said commercial and institutional units. The size of the container and the frequency (above the minimum) of collection shall be determined between the customer and the COMPANY. However, size and frequency shall be sufficient to provide that no Organic Waste Materials need be placed outside the Bin, Cart or Debris Box. The COMPANY shall provide containers as part of the Commercial Collection Service rates set forth in **Exhibit 1**, however, customers may own their Compactor provided that the customer is completely responsible for its proper maintenance and such Compactor shall be of a type that can be serviced by the COMPANY'S equipment.

4.05.5 Additional Organic Waste Bins or Carts. COMPANY shall provide additional Commercial Organic Waste Bins and Carts to Commercial Service Recipients at no additional cost provided that additional bins and carts are used by Commercial Service Recipients for the purposes of setting out additional Organic Waste materials for regular weekly Organic Waste Collection Service.

4.05.6 Organic Waste - Improper Procedure. If Organic Waste is contaminated through commingling with Commercial Garbage, the COMPANY shall, if practical, separate the Commercial Garbage from the Organic Waste. The Organic Waste shall then be collected and the Commercial Garbage shall be left in the Organic Waste Bin, Cart, or Debris Box along with a Non-collection Notice of why the Organic Waste is not collected. However, in the event the Organic Waste and Commercial Garbage are commingled to the extent that they cannot easily be separated by the COMPANY or the nature of the Commercial Garbage renders the entire Organic Waste Bin, Cart, or Debris Box contaminated, the COMPANY will leave the Organic Waste Bin or Cart unemptied along with a Non-collection Notice which contains instructions on the proper procedures for setting out Organic Waste. Upon notification from the DISTRICT Manager-Engineer, COMPANY shall collect the contaminated Organic Waste as part of the next regularly scheduled Commercial Garbage Collection and dispose of it at the Disposal Facility.

4.05.7 Organic Waste - Changes to Work. Should changes in law arise that necessitate any additions or deletions to the work described herein including the types of items included as Organic Waste, the parties shall negotiate any necessary cost changes and shall enter into an Agreement amendment covering such modifications to the work to be performed and the compensation to be

4.06 MFD Collection Services. These services will be governed by all conditions of service as specified in Article 4.04 of this Agreement, with the following additional services:

4.06.1 Kitchen Food Waste Pails. COMPANY shall provide Kitchen Food Waste Pails to all MFD Service Units upon five-days (5) days of request by the MFD Service Unit.

4.06.2 MFD Recycling Tote Bags. COMPANY shall provide Recycling Tote Bags to MFD Service Units upon five-day (5) days of request by the MFD Service Unit.

4.06.3 Kitchen Food Waste Pails. COMPANY shall provide a Kitchen Food Waste Pail to MFD Service Recipients within five (5) days of request at no additional cost provided that

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additional pails are used by MFD Service Recipients for the purposes of setting out Food Waste for regular weekly Organic Collection Service.

4.06.4 MFD Bulky Waste Collection. In the case of Multi-family complexes, such as apartment buildings, condominiums and townhouses, where garbage is collected in centralized bins and individual can service is not provided, COMPANY shall notify the person or entity responsible for refuse collection at the complex of the bi-annual cleanup events. Such notification shall include instructions for requesting cleanup bins from COMPANY. The type and quantity of material acceptable for these cleanups shall be the same as that described above for SFD Service Recipients.

4.07 Construction and Temporary Bins/Roll-Off Service. Upon twenty four (24) hours request by a Service Unit for a Debris Box Container, COMPANY shall provide a Debris Box Container at the Service Unit. Such SFD Debris Box Collection Service shall be on a temporary basis not to exceed seven (7) days without collection, emptying, and replacement of the Debris Box Container.

4.07.1 Debris Box Containers shall be transported by COMPANY to an approved processing facility to achieve maximum diversion. Debris Box Containers may not be taken by the COMPANY to a landfill for disposal.

4.07.2 Charges for Debris Box Containers shall be in accordance with Debris Box Collection Rates in **Exhibit (#)** of this Agreement.

4.07.3 The COMPANY shall provide Debris Box Collection Services with as little disturbance as possible and shall leave any Debris Box Containers in an upright position at the same point it was collected without obstructing alleys, roadways, driveways, sidewalks, or mail boxes. COMPANY shall only place Debris Boxes in strict adherence with the appropriate right-of-way requirements and Municipal Code.

4.07.4 COMPANY shall remove any and all graffiti within 24 hours of being identified by the COMPANY or DISTRICT Manager-Engineer. COMPANY shall not deliver a Debris Box Container without COMPANY information or with any graffiti visible on the Debris Box Container.

4.08 Service to Local Government Agencies Within District Boundaries. State and federal laws require cities, counties, and other units of local government to take effective measures to eliminate pollution from land, streams, creeks, rivers, lakes, and bays. The National Pollutant Discharge Elimination System (NPDES) permits issued to the City, the County, and the District, require that solid waste be removed and averted from water bodies. An essential method for achieving this is the maximum collection of trash and debris in public places that, if not collected, will work its way into drainage systems and water bodies. Costs for these state and federal mandated programs should properly be placed with solid waste disposal customers, and this can best be done by inclusion in the waste collection costs of COMPANY. Accordingly, COMPANY shall collect, and dispose of, at no charge, all refuse generated in containers placed for the use of the general public at Novato School District sports fields, City of Novato public parks and streets, and County of Marin public parks and open space within the Novato Sanitary District's service area.

4.08.1 This service shall include all Garbage, Recyclable Materials and Organic waste Carts, Bins, and Debris Boxes that fall within the normal collection categories of this

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Agreement. It shall not include construction debris, or toxic materials requiring special handling, unless such collections are part of a toxic collection program made available to the general public.

4.08.2 Public Schools Collection Services. COMPANY shall provide a School Recycling and Food Waste Program as specified in **Exhibit #**. COMPANY'S School Recycling and Food Waste Program shall include, at a minimum, on-site classroom visits, worm composting, internships, written and electronic materials, and sponsorship of environmental field trips. Charges for Public School Collection Services shall be in accordance with Public Schools Collection Rates in **Exhibit (#)** of this Agreement.

4.09 Household Hazardous Waste (HHW) Collection Facility. The household and small business hazardous waste collection facility ("HHW Facility") shall be located at the Novato recycling center at 7576 Redwood Boulevard, Novato, California. This site is presently leased by COMPANY or a COMPANY affiliate. COMPANY agrees to provide DISTRICT use of a portion of the COMPANY's existing facility for a long-term lease. DISTRICT shall serve as sponsor and operator of the HHW Facility and may contract with a hazardous waste contractor to provide turnkey or other services. DISTRICT shall be responsible for permitting and design of the HHW Facility as well as improvements to the current structures as may be required to operate the HHW Facility. DISTRICT shall assume such responsibilities as may be set forth in the lease.

4.10 E-Waste Events. COMPANY shall participate in DISTRICT's semi-annual E-Waste events held at the Recycling Center. COMPANY agrees to supply sufficient labor to collect and sort E-Waste at the events, as well as providing for the individual to assist with surveys and provide for a supervisor. DISTRICT shall be responsible for contracting with E-Waste recycler, scheduling dates, advertising, paperwork and overall administration of the events.

4.11 Drop-Off Program and Facility. COMPANY will operate a drop-off program responsive to the City and County's HHW and SRRE Element Plans. A convenient Novato drop-off facility shall be used for the collection of newspapers, cardboard, waste paper, telephone books, used latex paint, used motor oil, oil filters, antifreeze, used car batteries, household batteries, fluorescent tubes, and such additional recyclable materials as may be required by DISTRICT.

4.11.1 In addition to the above facility, COMPANY shall provide at least two (2) beverage container buy-back centers to collect beverage containers eligible for deposit redemption in accordance with the beverage container deposit redemption program of the State of California. One of these buy-back centers shall be located at the main drop-off facility. The locations of the drop-off and buy-back facilities shall be approved by DISTRICT. Upon the request of the DISTRICT, COMPANY shall develop and implement a third buy-back and/or drop-off facility at a location determined by the DISTRICT.

4.11.2 Hours of operation for the main Novato drop-off and buy-back center shall be 10:00 am to 4:00 p.m. Tuesday through Sunday. Hours of operation of the other beverage container drop-off and buy-back facilities shall be 10:00 a.m. to 4:00 p.m., Tuesday through Saturday.

4.11.3 If a release or spill occurs at the drop-off facility, COMPANY shall provide reports as required by Marin County Division of Environmental Health and any other competent authority with jurisdiction, and shall clean up the release or spill using approved techniques.

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4.12 Zero Waste Minimum Requirements. The COMPANY shall achieve all of the following Zero Waste Requirements.

4.12.1 Landfill Diversion Requirements. In 2010 COMPANY reached a 50% Diversion From Landfill Rate. The DISTRICT requires the COMPANY to achieve a diversion from landfill rate with a minimum diversion rate of 60 percent by December 31, 2015; 70 percent by December 31, 2020; and 80 percent by December 31, 2025, and each successive calendar year or such other amount as may be set by the DISTRICT. The Diversion From Landfill Rate will be calculated as the tons of materials collected by COMPANY from providing services as specified in this Agreement that are sold or delivered to a Processing Facility, recycler or re-user, net of all residue, divided by the total tons of materials collected under this Agreement by COMPANY in each 12-month calendar year (January 1st – December 31st).

4.12.2 MFD and Commercial Recycling. COMPANY shall fully implement the MFD and Commercial Recycling Programs as set forth in Section 4.4.3 by July 31, 2012.

4.12.3 Organic Waste Collection and Processing Requirements. COMPANY shall fully implement the SFD, MFD, and Commercial Organic Waste programs as set forth in Sections 4.03.4 and 4.5 by December 31, 2012.

4.12.4 Recycling and Reuse Center. COMPANY shall fully implement the relocation, expansion and operation of a new Recycling and Reuse Center programs as set forth in Section 4.14.8 by December 31, 2015.

4.12.5 Construction and Demolition Debris Processing Facility. COMPANY shall fully develop and operate of Construction and Demolition Debris Processing Facility as set forth in Sections 4.14.7 by December 31, 2012.

4.12.6 Public School Recycling. COMPANY shall fully implement the Public School Recycling program as set forth in **Exhibit #** by December 31, 2011.

4.12.7 Community Outreach Program. COMPANY shall fully implement the Community Outreach Program as set forth in Section 5.4 by December 31, 2011.

4.12.8 Wet-Dry Collection. COMPANY shall work with the DISTRICT to determine if Wet-Dry collection is necessary to meet the December 31, 2020 Landfill Diversion Requirements. Such determination shall be made by December 31, 2018, and if it is determined that Wed-Dry collection is necessary, and the DISTRICT agrees and approves of implementing Wet-Dry Collection, than the COMPANY shall fully implement Wet-Dry collection by December 31, 2020.

4.12.9 Conversion Technology. COMPANY shall work with the DISTRICT to determine if utilizing Conversion Technology is viable and necessary to meet the December 31, 2025 Landfill Diversion Requirements. Such determination shall be made by December 31, 2020, and if it is determined that the use of Conversion Technology is necessary, and the DISTRICT agrees and approves of implementing the use of Conversion Technology, than the COMPANY shall delivery collected Garbage to Conversion Technology facilities by December 31, 2025.

4.12.10 Failure to Meet Minimum Requirements. COMPANY'S failure to meet the minimum Zero Waste Requirements set forth in Sections 4.12.1 through 4.12.9 above may result in the denial of an extension to this Agreement as specified in Article 2.4. In determining whether or not to hold the COMPANY in default of this Agreement, or denial of a term extension, the DISTRICT

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will consider the good faith efforts put forth by the COMPANY in implementing the required programs to meet the minimum Zero Waste Requirements and the methods and level of effort of the COMPANY to fully implement the services required in this Agreement.

4.13 Future Zero Waste Services. The COMPANY and the District acknowledge that during the term of this Agreement new technologies may be developed to cost effectively divert materials from landfill disposal, and that new local, state, or federal laws and regulations may be enacted that change the manner in which Garbage, Recyclable Materials, and Organic Waste are managed. Accordingly, the COMPANY and the District will cooperate to develop and implement addition, or replacement, programs to further the goal of reaching Zero Waste. These changes could include the following:

4.13.1 Change in Collection Methods. If DISTRICT determines that a change in collection methods is feasible, including Wet/Dry Route Collection, and would lead to accomplishing Zero Waste Goals, COMPANY agrees to work with the DISTRICT to implement new collection and processing methods.

4.13.2 Conversion Technology Systems. If DISTRICT determines that conversion technology system are feasible, and would lead to accomplishing Zero Waste Goals, COMPANY agrees to work with the DISTRICT to implement new conversion technology system(s).

4.14 Disposal, Processing, Drop-off, and Reuse Facilities

4.14.1 Compliance with Regulations. All materials collected under this Agreement shall be delivered to facilities that comply with the Department of Resources Recycling and Recovery regulations under Title 14, Chapter 3, Minimum Standards for Solid Waste Handling and Disposal (Article 5.9 – Sections 17380-17386). COMPANY, and not the DISTRICT, must assure that all Disposal, transfer, and processing facilities are properly permitted to receive material collected under this Agreement. Failure to comply with this provision may result in the COMPANY being in default under this Agreement.

4.14.2 Permits and Approvals. COMPANY must assure that all facilities selected by COMPANY shall possess all existing permits and approvals by local enforcement agencies to be in full compliance with all regulatory agencies to conduct all operations at the approved location. COMPANY shall, upon written request from the DISTRICT, arrange for the facilities selected by the COMPANY to provide copies of facility permits, notices of violations, inspection areas or concerns, or administrative action to correct deficiencies related to the operation. Failure to provide facility information may result in the COMPANY being in default under this Agreement.

4.14.3 Disposal Facility. All Garbage collected as a result of performing Garbage Collection Services shall be transported to, and disposed of, at the Disposal Facility. Failure to comply with this provision shall result in the levy of an administrative charge as specified in this Agreement and may result in the COMPANY being in default under this Agreement.

4.14.4 Material Recovery Facility. All Recyclable Materials collected as a result of performing Recycling Collection Services shall be delivered to the Material Recovery Facility. Failure to comply with this provision shall result in the levy of liquidated damages as specified in this Agreement. All expenses related to Recyclable Materials processing and marketing will be the sole responsibility of COMPANY.

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4.14.5 Organic Waste Processing Facility. All Organic Waste collected as a result of performing Organic Waste Collection Services shall be delivered to the Organic Waste Processing Facility. Failure to comply with this provision shall result in the levy of an administrative charge as specified in this Agreement and may result in the COMPANY being in default under this Agreement. All expenses related to Organic Waste processing and marketing will be the sole responsibility of COMPANY.

4.14.6 Construction and Demolition Debris Processing Facility. All Construction and Demolition Debris collected as a result of performing Collection Services shall be delivered to the fully licensed and permitted Construction and Demolition Debris Processing Facility. Failure to comply with this provision shall result in the levy of an administrative charge as specified in this Agreement and may result in the COMPANY being in default under this Agreement. All expenses related to Construction and Demolition Debris processing and marketing will be the sole responsibility of COMPANY.

4.14.7 COMPANY Owned and Operated Construction and Demolition Debris Processing Facility. By December 31, 2015, The COMPANY will make every effort to locate, license, permit, and operate a Construction and Demolition Debris Processing Facility that will cost-effectively process Construction and Demolition Debris originating from within the DISTRICT.

4.14.8 Recycling and Reuse Center. The COMPANY will work with the DISTRICT to relocate the current Recycling Center, and to expand, and operate a new Recycling and Reuse Center at a site designated by the DISTRICT. The specific details of operations and timeframe for implementation will be mutually agreed on between the DISTRICT and the COMPANY. The COMPANY will be responsible for the cost of building and operating of the Recycling and Reuse Center.

Draft Date: January 21, 2011

Article 5 will be amended by deleting Section 5.4 and replaced it with the following

Article 5. Other Services

5.04 Community Outreach Services. COMPANY agrees to work diligently to promote and expand Zero Waste programs and to meet the goals established to meet the requirements of the City of Novato's and the District's Zero Waste Goals. COMPANY shall develop and distribute promotional materials describing recycling programs and encouraging recycling to all residential, commercial, and industrial accounts at least semi-annually, or more often if requested by the DISTRICT. These materials shall be submitted to the DISTRICT Manager-Engineer for prior approval. A schedule for preparation and approval of promotional materials shall be submitted for approval of DISTRICT by November 1 of each subsequent year. The COMPANY's Community Outreach Services shall include, at a minimum, the following:

5.04.1 Community Involvement and School Recycling Programs. By October 31, 2011, The COMPANY shall fully develop for implementation the Community Involvement Plan as outlined in **Exhibit #**, and the School Recycling Plan as outlined in **Exhibit #**. The District shall review and approve the plans prior to implementation by the COMPANY. Updates of the action plans must be submitted annually for DISTRICT approval no later than October 31, 2012 and no later than October 31st each Agreement Year thereafter. The program must include a specific steps designed to increase diversion and participation, for the DISTRICT residents, businesses, and Public Schools. Campaigns should target certain diverted materials or "problem" areas of the COMPANY'S Service Area where improvements can be maximized. Targets of outreach should be based on local trends and recycling patterns based on information obtained by both the DISTRICT Manager-Engineer and COMPANY staff. The COMPANY shall provide space in COMPANY'S public outreach materials, such as mailers, flyers and newsletters, for the DISTRICT to include announcements, community information, articles, and photographs. The Public School campaigns shall correspond with the school year and should target student, faculty and staff participation in the diversion of Recyclable Materials and Organic Waste.

5.04.2 Recycling Coordinator. COMPANY will provide for the equivalent 2/5 full-time Recycling Coordinator dedicated to the DISTRICT. COMPANY may use an approved sub-contractor as approved by the DISTRICT to perform some or all the duties normally assigned to the Recycling Coordinator.

5.04.3 Annual Collection Service Notice. COMPANY shall periodically prepare and distribute at least twice annually, subject to direction from the DISTRICT Manager-Engineer, separate notices to all SFD Service Units regarding the SFD Collection Service, to all MFD Service Units regarding MFD Collect Service, and to all Commercial Service Units regarding Commercial Collection Service. To the extent appropriate, based on the category of customer receiving the notice, it shall contain at a minimum: definitions of the materials to be collected, procedures for setting out the materials, collection and disposal options for unacceptable materials such as Hazardous Waste, maps of the Service Area indicating the day of the week that Collection Service will be provided, and the COMPANY customer service phone number and website address. The notice shall also inform customers of recycling and waste diversion opportunities and goals, emphasizing Zero Waste as well as AB 32, and explain use of recycling and waste diversion services offered by COMPANY and other specific information that will assist in the efficient collection

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of garbage, organic waste, and recyclable materials. The notice shall be provided in English, and other languages as reasonably directed by the DISTRICT, and shall be distributed by the COMPANY no later than November 1st each Agreement Year.

5.04.4 Website. COMPANY shall be responsible for updating and maintaining a website for use by Customers. The website shall emphasize the COMPANY's Zero Waste goals as well as AB 32 and shall contain the same information discussed in the Community Outreach Plan outlined in **Exhibit #.**

5.04.5 New Customer Brochure. COMPANY shall also prepare and update annually a brochure for mailing to all new customers entitled to service under this Agreement. The brochure shall contain a listing of COMPANY's collection rates, annual holiday schedule and a general summary of services required to be provided hereunder and optional service that may be furnished by COMPANY. The brochure shall include the same type of information as described in Section 5.04.3. This brochure shall include information appropriate to allow a new customer to participate fully in the garbage, recycling, and organic waste programs offered by COMPANY. COMPANY shall include any specific information as may be requested by DISTRICT.

5.04.6 Additional Programs and Services. COMPANY shall provide additional services and programs as requested by DISTRICT at a price to be mutually agreed upon between the COMPANY and the DISTRICT Manager-Engineer. In the event the COMPANY and the DISTRICT Manager-Engineer cannot reach a mutually agreed upon price for the requested service or program, DISTRICT shall have the right to procure the service of other vendors or Companies to provide the requested service.

5.04.7 News Media Relations. COMPANY shall notify the DISTRICT Manager-Engineer by Fax, e-mail or phone of all requests for news media interviews related to the Collection Services program within twenty-four (24) hours of COMPANY'S receipt of the request. Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Service Recipient perception of services, COMPANY will discuss COMPANY'S proposed response with the DISTRICT Manager-Engineer.

5.04.8 News Releases. Copies of draft news releases or proposed trade journal articles shall be submitted to DISTRICT for prior review and approval at least five (5) Work Days in advance of release, except where COMPANY is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case COMPANY shall submit such materials to DISTRICT simultaneously with COMPANY'S submittal to such regulatory agency. Copies of articles resulting from media interviews or news releases shall be provided to the CITY within five (5) Work Days after publication.

5.04.9 Compost Delivery. Upon request by the DISTRICT Manager-Engineer, COMPANY shall provide premium quality compost materials delivered to locations and in amounts as requested by the DISTRICT Manager-Engineer, provided that the total amount during any single Agreement Year does not exceed three-hundred sixty (360) cubic yards. Such delivery of compost shall be made within seventy-two (72) hours upon request by the DISTRICT Manager-Engineer. COMPANY shall also deliver premium quality compost to individual Service Unit seventy-two (72) hours upon request of a Service Recipient. The quantity of COMPANY deliveries of premium compost and shall be a minimum of five (5) cubic yards.

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5.04.10 Community Reuse E-Network. COMPANY will develop, implement, and manage a Community Reuse E-Network to promote the reuse of Bulky Waste.

January 21, 2011 Draft FA Language

Draft Date: January 21, 2011

Exhibit ##

ZERO WASTE COMMUNITY OUTREACH OUTLINE

- Two newsletters annually
- Newsletter will contain a minimum of one Zero Waste feature (i.e. reuse/repair, EPR, backyard composting, environmentally preferable purchasing, etc.)
- Promote waste reduction and recycling
- Promote small (20 gal) garbage carts
- Offer backyard composting bins at cost
- Two additional outreach campaigns promoting waste reduction, Zero Waste, and/or diversion concepts
- Promote commercial audits to all businesses of 4 cubic yards of garbage service or larger
- New customer packets will include Zero Waste concept promotions
- Visit all commercial businesses of 4 cubic yards of garbage service or more annually
- Visit all Multi-family complexes of 5 units or more annually
- Participate in 10 events annually (Chamber of Commerce, Earth Day, etc.) promoting Zero Waste, recycling, diversion, and resource conservation
- Conduct annual retraining at NSD schools on recycling and Zero Waste
- Participate in developing Zero Waste curriculum for NSD schools
- Offer Zero Waste and recycling for school assemblies
- Work closely with the City of Novato developing and implementing the City's Zero Waste goals
- Annual waste audits of all City facilities
- Bilingual Zero Waste recycling and diversion guides (Spanish/English)
- Paperless billing
- Interactive website with links to Zero Waste reuse opportunities
- Billing inserts and blurbs on program updates as needed
- Annual selective route audits of residential routes to gauge programs success
- Corrective action cart hangers informing customers of concerns and how to properly participate in recycling and organics programs
- Work with regional Reuse E-network Plan

Draft Date: January 21, 2011

Exhibit ##

SCHOOL RECYCLING AND FOOD WASTE PROGRAM OUTLINE

January 21, 2011 Draft FA Language

Draft Date: January 21, 2011

Exhibit ##

ZERO WASTE PROGRAM IMPLEMENTATION SCHEDULE

January 21, 2011 Draft FA Language



**MONTHLY OPERATIONS REPORT
December 2010**

Prepared for

**NOVATO SANITARY DISTRICT (NSD)
WASTEWATER TREATMENT PLANT
500 Davidson Street
Novato, CA 94545**

Prepared by

Veolia Water West Operating Services, Inc. (VWWOS)

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TREATMENT PLANT PERFORMANCE SUMMARY:**December 2010:**

Parameter	Monthly Performance December 2010	
	Novato WWTP	Comments
Flow, MGD (monthly average)	7.642	
Influent BOD ₅ , mg/L (monthly average)	204	
Influent TSS, mg/L (monthly average)	283	
Effluent BOD ₅ , mg/L (monthly average)	10	
Effluent TSS, mg/L (monthly average)	7	
Effluent BOD ₅ - % Removal	94	
Effluent TSS - % Removal	97	
Ammonia mg/L (monthly average)	0.27	
Fecal Coliform, mpn (Geo Mean)	38.7	
Enterococcus, mpn (Geo Mean)	11.6	
pH	6.4	12/27/2010
Total Permit Exceedances (NPDES)	1	

Discussion of Violations / Excursions:

pH NPDES – E-002 (Final Effluent): We experienced a pH violation on December 27, 2010. pH is affected by the removal of ammonia (loss of alkalinity). We are working on a process control fix. If this is not achievable we will add chemical to increase pH.

OPERATIONS & MAINTENANCE STATUS / REVIEW:**Key events for the period:****General:**

- Old chlorine contact and effluent storage basins cleaned.
- Influent flow meters calibrated (Telstar Instruments) 12/27/10
- New Hot Water Recirculation Pump ordered
- Met with a specialist on 12/16/10 to evaluate boiler water treatment options
- Odors – Reassigned ferric feed to headworks, Soil bed samples taken on 12/3/10, Biological seeding performed on 12/7/10, Held neighborhood meeting on 12/9/10, meeting with BAAQMD on 12/17/10 – Jerome Metering performed, no significant H₂S levels detected, short circuiting observed around large (headwork's) soil bed.

CONSTRUCTION UPDATE:

- Drained Primary Clarifier #1 – Adjusted Weirs
- Isolated gas feed to the old flare in preparation for demolition
- Punch list and warranty items

ADMINISTRATION:

- December Invoice Submitted on 12/10/10
- Christian Williams, New Grade II Operator started on 12/13/10
- Clayton Rushing – Richmond Employee – in on Tuesdays and Wednesdays for additional help

SAFETY AND TRAINING:

Safety & Regulatory Training

- Monthly plant safety inspections for Novato WWTF completed on December 10, 2010
- Five Minute Tailgate training is held daily with the O&M staff.
- Veolia Performed Annual Safety Audit on 12/21/10
- Ed Dix Lab & electronic MOR Format training with laboratory staff 12/21/10 – 12/22/10

SOP REVIEW/DEVELOPMENT:

- Switching Primary Clarifier Duty Sludge & Scum Pumps
- Primary Headwork's Tie Breaker Procedure
- Switching In Service Headwork's Channel
- Weekly Equipment Rotation Schedule and Weekly Hour Meter Readings
- Manual Switch to Contact Stabilization
- Draining Influent Pump Station/Headwork's Force Main
- Headwork's Dry/Wet Weather Operations
- Effluent Sampling
- Change to Contact Stabilization and Return to Plug Flow Mode
- Polymer Check Valve Cleaning

PUBLIC RELATIONS:

- Several odor complaints in December

MISCELLANEOUS

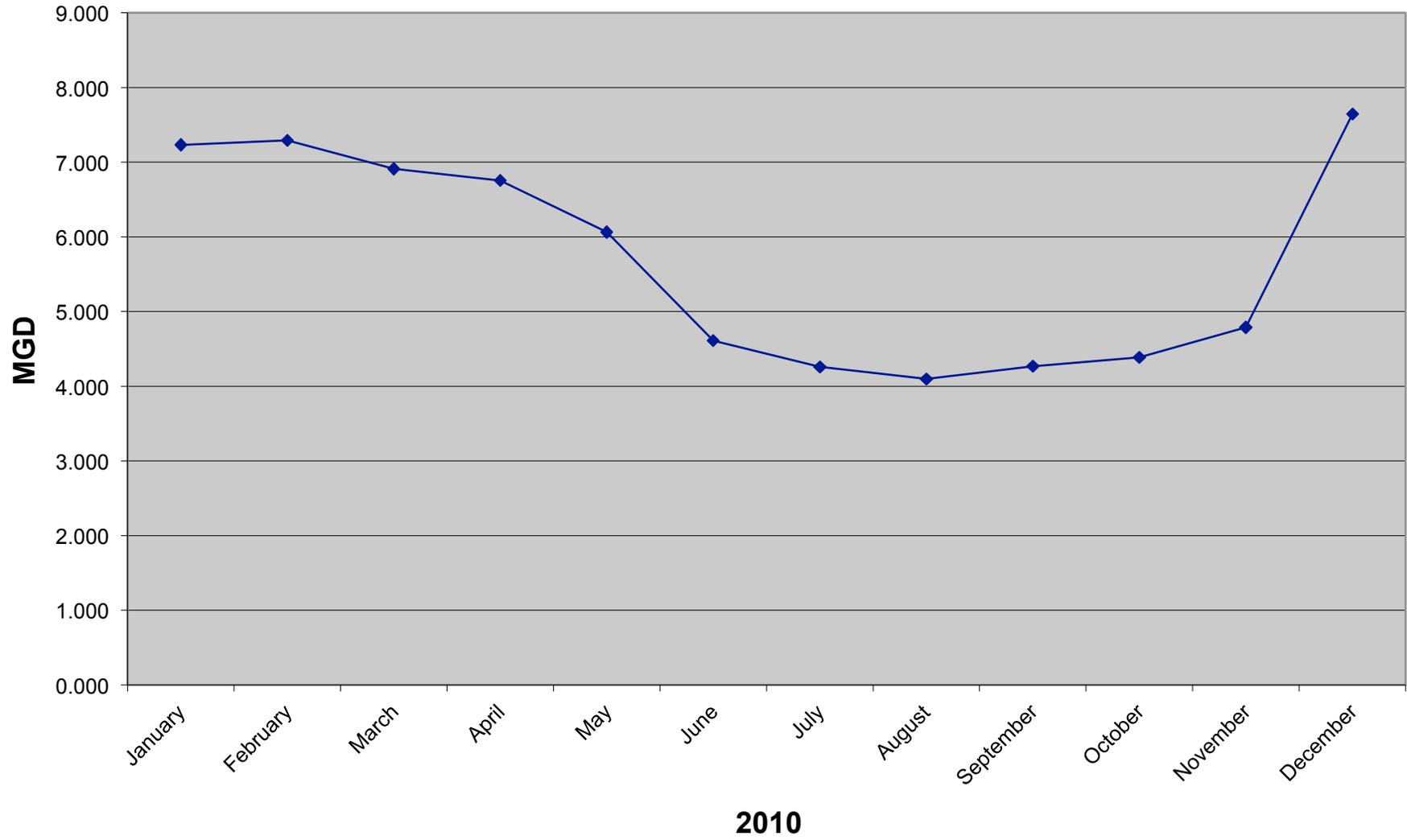
Sludge Spill

- A digested sludge spill of approximately 8,600 gallons occurred on January 5th & 6th when the glue joint on a cleanout riser failed. The leak was discovered by operators Dean Heffelfinger and Jeff Hendricks. The affected area is on Pozzi Ranch which is owned by the Audubon Society. The site is not connected to year round water body. The failed cleanout is the responsibility of NSD; Veolia is leading the cleanup and monitoring effort under the advice of California Fish and Game.

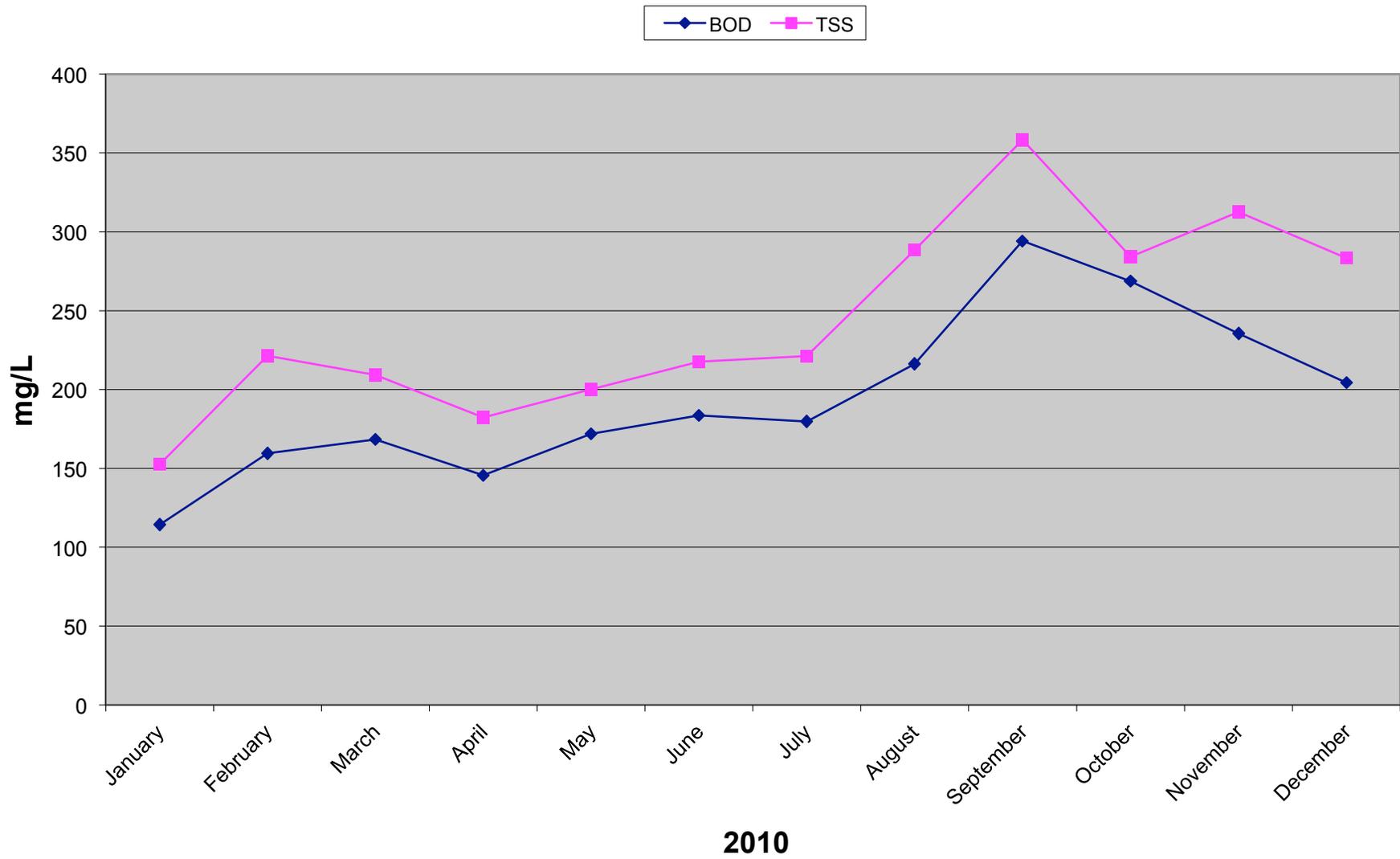
Veolia Support Staff On/Off Site (Various Times)

John O'Hare	Technical Support
Aaron Winer	Management and Administration
Ed Dix	Process Control

Plant Flow MGD

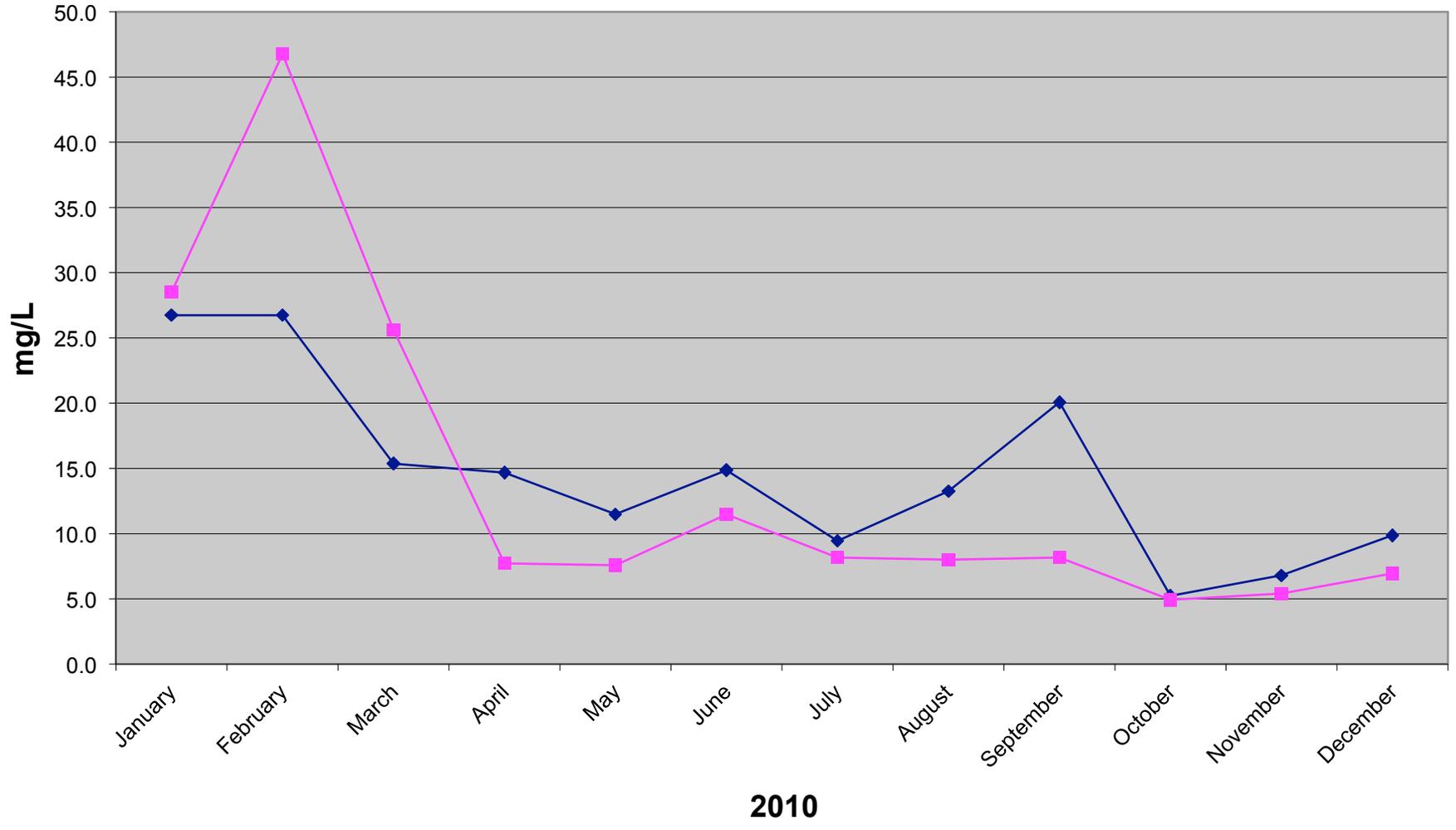


BOD TSS INFLUENT

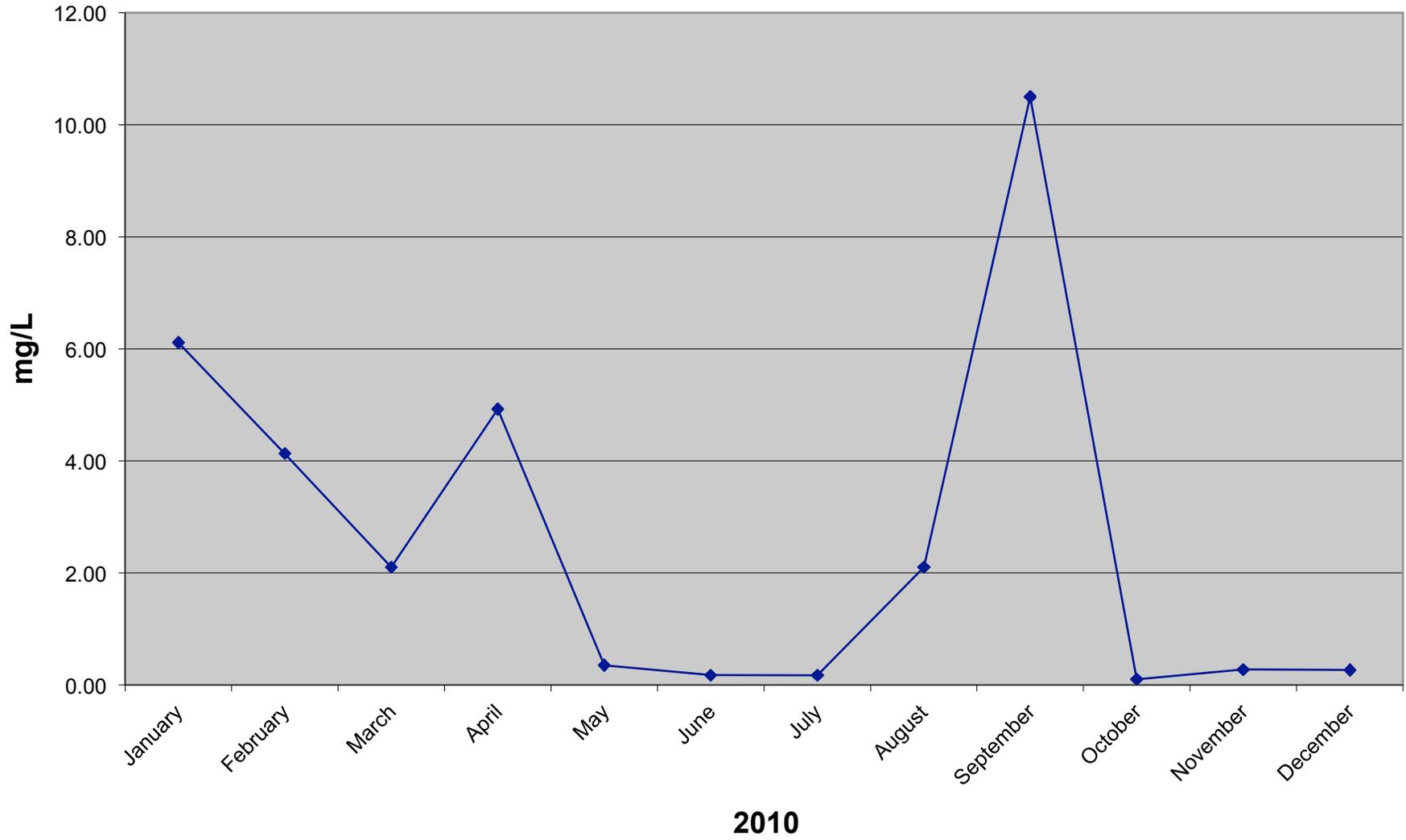


BOD TSS Effluent

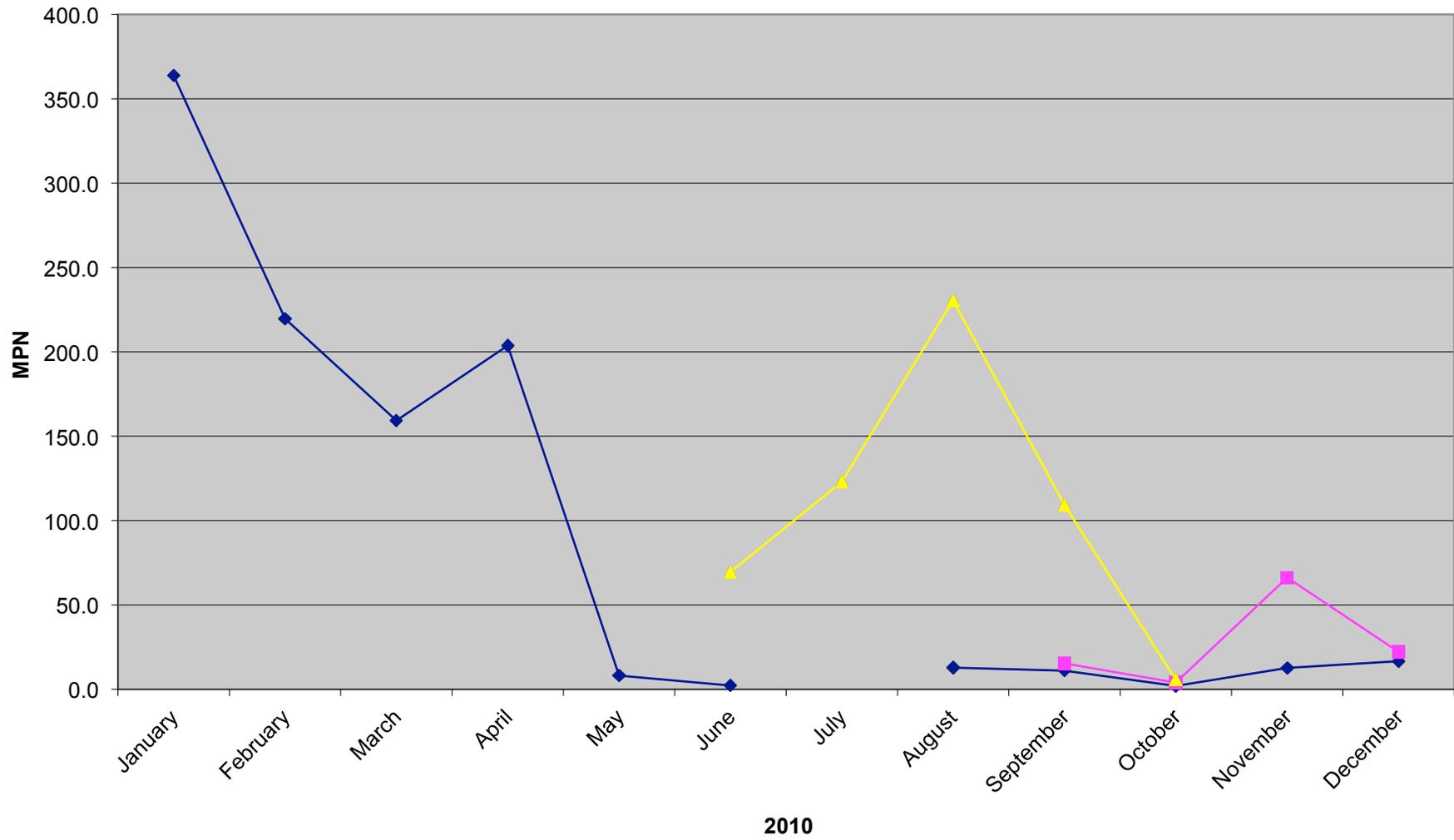
◆ BOD ■ TSS



Ammonia



Disinfection



Collection System Operations Report

December 2010

General

After accounting for vacations, holidays, sick leave, and industrial injury leave, the Collection System Department had the equivalent of 4.6 full time field workers plus the Collection System Superintendent for the month of December. At full strength, the department has eight workers plus the Superintendent. They spent about 55% of their time on sewer maintenance, 42% of their time on pump station maintenance, and 3% on other duties.

Sewer Maintenance

They cleaned 54,110 feet of sewer, which is within the target footage for meeting the District goals of both hot spot and routine cleaning. Lack of staffing did affect their ability to televise the sewers. Graphs showing the length of line cleaned/month, footage cleaned/hour worked, along with the overflows/month is attached.

Pump Station Maintenance

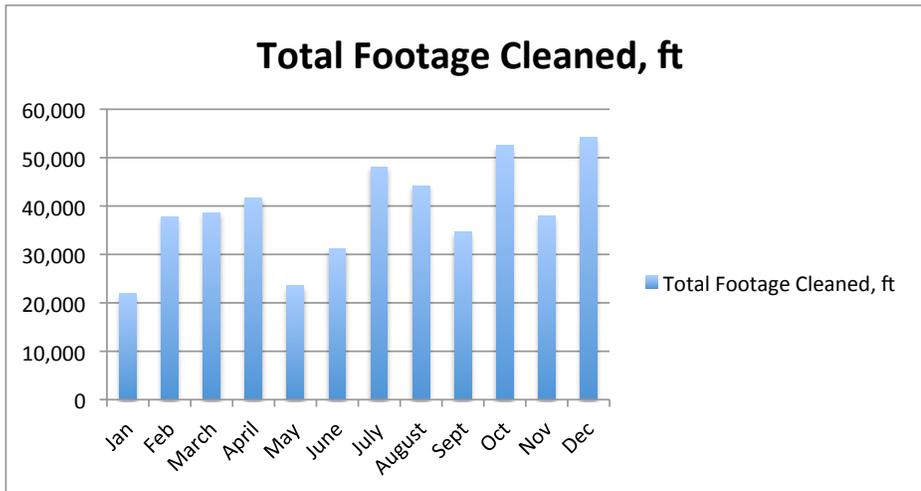
Staff conducted approximately 180 lift station inspections for the month of December. The breakdown of these inspections is as follows: 22 Flygt submersible pump stations, 2 times per month, 12 Gorman/Rupp dry well/wet well stations, 1 entry per month, and 4 main stations that are visited daily. Pump station personnel also repaired the odor control fans and pump control float at E. Hamilton pump station.

Sanitary Sewer Overflows:

There were no overflows to report and a "No Spill Certification" was submitted to the CIWQS data base for the month of December.

Novato Sanitary District														
Collection System Monthly Report For 2010														
	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Total Year to Date	Average Year to Date
Employee Hours Worked														
Number of Employees	7	7	7	5	5	6	6	5	6	6	6	5		
Regular Time Worked on Coll. Sys.	664	586	683	571	533	650	592	559	669	490	407	488	6,891	
Regular Time Worked on Pump Sta	332	253	266	277	210	183	266	346	279	280	337	315	3,343	
Regular Time Worked on Other	6	25	56	5	13	0	28	12	17	66	10	38	276	
Vacation/Sick Leave/Holiday	356	354	481	24	106	122	133	151	370	493	586	568	3,743	
Overtime Worked on Coll. Sys.	16	15	22	29	46	47	37	15	49	49	47	29	400	
Overtime Worked on Pump Sta	50	22	42	40	50	28	43	48	31	36	96	55	540	
Overtime Worked on Other	0	8	17	0	0	0	1	0	8	0	9	0	42	
After Hours Callouts	1	0	0	0	0	0	0	0	0	0	0	2	3	
Service calls, normal hours	10	6	11	4	2	5	14	3	8	2	6	10	81	
Average S.C. response time (mins)	28	18	51	18	18	28	21	10	15	30	12	13	262	
Productivity														
Rodder 3203 Ft. Cleaned	1,071	9,426	941	4,041	1,418	4,000	1,706	2,182	0	1,238	2,287	3,564	31,874	2,656
Truck 3205V Ft. Cleaned	319	8,461	11,393	33,542	12,054	12,762	23,545	23,109	14,663	7,308	6,923	26,774	180,853	15,071
Truck 3206V Ft. Cleaned	20,640	19,807	26,325	4,128	10,037	14,238	22,832	18,923	20,040	44,014	28,745	23,772	253,501	21,125
Camera Ft. Videoed														
Work Orders Completed	106	206	222	224	121	147	234	225	175	253	200	347	2,460	
Total Footage Cleaned	22,031	37,693	38,658	41,711	23,509	31,103	48,083	44,214	34,703	52,560	37,955	54,110	466,330	38,861
Stoppages														
Minor	3	3	2	1	3	2	2	3	2	4	3	0	28	
Major	0	0	1	1	3	1	2	2	0	2	1	0	13	
Overflow Gallons	3	3	1	0	0	1	0	1	2	2	2	0	15	
Volume Recovered	5,675	9,380	109	50	35	10,000	85	2,590	2,412	17,830	3,940	0	52,106	
Percent Recovered	250	278	42	50	35	4,975	60	2,008	814	245	2,250	0	11,007	
	4%	3%	39%	100%	100%	50%	71%	78%	34%	1%	57%	0%	5	
Benchmarks														
Average Ft. Cleaned/Hour Worked	65	117	109	123	71	78	77	47	46	62	83	105	82	
Total Stoppages/100 Miles	1.3	1.3	0.8	0.4	1.3	0.8	0.8	1.3	0.8	1.8	1	0	12.2	
Average spill response time (mins)	5	18	11	0	16	33	20	15	8	25	39	0	16	
Callouts/100 Miles	5.0	3	5	1.7	0.8	2	3.6	1.3	3.5	0.9	6	3	3	
Overtime/100 Miles	29	7	10	13	43	21	16	7	22.0	22	21	13	224	
Overflow Gallons/100 Miles	2522	4169	48	22	16	4444	38	1151	1072	7924	1751	0	23157.10	

Collection System Summary Graphs



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