

**THIRD AMENDMENT TO THE CONTRACT BETWEEN THE TOWN OF  
FAIRFAX AND MARIN SANITARY SERVICE**

This Third Amendment to the Contract between the Town of Fairfax and Marin Sanitary Service (“Third Amendment”) is entered into as of December 15, 2021 between the Town of Fairfax (“Town”) and Marin Sanitary Service, Inc. (“MSS”).

**RECITALS**

WHEREAS, the Town and MSS entered into a Contract between the Town of Fairfax and Marin Sanitary Service, as amended on March 2, 2016 and December 4 2019 (together, the “Agreement”); and

WHEREAS, the parties wish to amend the Agreement to assist Town in complying with the SB 1383 Regulations (as defined in Exhibit D to this Amendment);

WHEREAS, Town intends to implement a three-container Organic Waste collection service as contemplated by 14 CCR Section 18984.1.

NOW, THEREFORE, the parties agree as follows:

1. Effective Date. This Amendment shall take effect January 1, 2022.
2. Section 1 (Definitions) of the Agreement is amended to add the definitions set forth in Exhibit D, attached hereto and incorporated herein.
3. Exhibit C (Customer Rates for Solid Waste, Recyclable, and Organic Waste Collection) shall be amended by replacing it, in its entirety, with the Exhibit C attached hereto and incorporated herein by reference. The services to be provided by MSS in compliance with the SB 1383 Regulations are further described in Exhibit F (Description of Services Related to SB 1383 Regulations) attached hereto and incorporated herein by this reference.
4. Future Changes. The parties acknowledge that future changes to this Amendment or the Agreement may be desirable to assist the parties with their respective compliance obligations under the SB 1383 Regulations or subsequent amendments thereto or interpretations thereof. The parties agree to negotiate any such proposed changes in good faith. The foregoing shall not be deemed to limit either party’s rights or remedies under the Agreement.
5. Miscellaneous. In the event of any conflict between this Amendment and the Agreement, this Amendment shall govern. Section headings in this Amendment are for convenience only and shall not be used in the interpretation of this Amendment. This Amendment may be executed in counterparts and/or by electronic signature (e.g. DocuSign). As used in this Amendment, “including” and its variants mean “including without limitation.”

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, this Amendment is entered into as of the date first written above.

Town of Fairfax

Marin Sanitary Service, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

ATTEST:

\_\_\_\_\_  
Town Clerk

Exhibit C

Customer Rates for Solid Waste, Recyclable, and Organic Waste Collection

**TOWN OF FAIRFAX  
EXHIBIT C - SCHEDULE OF RATES**

RESIDENTIAL REFUSE COLLECTION RATES						
		Rate increase: 1.16%				
		Effective date: 01/01/2022				
<i>Residential Service (Bundled service includes 1 landfill (garbage) cart, 1 organic waste cart*, &amp; 1 Recycling split cart )</i>						
REOCcurring CHARGES	Weekly Service Rates (Billed Quarterly)	2022 Flat rate		2022 Hill Rate		
		Monthly Rate	Quarterly Rate	Monthly Rate	Quarterly Rate	
		20 gallon cart	\$37.81	\$113.43	\$44.14	\$132.42
		32 gallon cart	\$45.32	\$135.96	\$52.95	\$158.85
		64 gallon cart	\$90.67	\$272.01	\$105.91	\$317.73
		96 gallon cart	\$135.99	\$407.97	\$158.86	\$476.58
		Low income - 20 gal** cart	\$30.25	\$90.75	\$35.31	\$105.93
		Low income - 32 gal** cart	\$36.26	\$108.78	\$42.36	\$127.08
		Low income - 64 gal** cart	\$72.54	\$217.62	\$84.73	\$254.19
		Low income - 96 gal** cart	\$108.79	\$326.37	\$127.09	\$381.27
		Additional Organics Cart Rental (35 or 64 gallon cart)	\$2.40	\$7.20	\$2.40	\$7.20
		Additional Split Cart Rental (64 or 96 gallon cart)	\$2.40	\$7.20	\$2.40	\$7.20
	Additional Monthly Charges	Monthly Fee (per cart, each way)	Quarterly Fee			
	Distance 5' - 50'	\$6.77	\$20.31			
	Distance Over 50'	\$13.46	\$40.38			

\*Residential Customers may request one additional Organic Waste Cart, for a total of two, as part of the service

\*\*Must meet PG&E CARE program eligibility requirements. 20% discount on regular rates.

NOTE: We may not be able to accommodate any collection requests NOT at the curb due to a variety of factors including safety, accessibility, and efficiency. Requests to be assessed and approved by Route Manager.

ONE TIME SERVICE FEES	Additional Service Fees per Occurrence	Fee
	Return Fees - Off day	\$25.00
	Return Fees - Same day	\$10.00
	Resume Service/Late Fee	\$35.00
	Contamination (cart) any size cart	\$30.00
	Overload/Overweight (cart)	\$25.00
	Extra bag garbage	\$15.00
	Extra bag yard waste	\$10.00
	Steam Clean (cart)	\$15.00
	Special Collection	\$35.00
	Special Handling (Bulky items)	\$30.00
	Bulky item fees per item	Fees Vary
	Cart Strap Set-up Admin Fee	\$25.00
	20 Gal Cart Replacement Fee	\$55.00
	32 Gal Cart Replacement Fee	\$60.00
	64 Gal Cart Replacement Fee	\$65.00
	96 Gal Cart Replacement Fee	\$75.00
	64 Gal Split Cart Replacement Fee	\$90.00
	96 Gal Split Cart Replacement Fee	\$100.00

**TOWN OF FAIRFAX  
EXHIBIT C - SCHEDULE OF RATES**

**COMMERCIAL REFUSE COLLECTION RATES**

Rate increase: 1.16%  
Effective date: 01/01/2022

RECURRING CHARGES	Residential Service (Bundled service incl	Collections per Week						Additional One Time Empty
	Garbage	1	2	3	4	5	6	
20 gallon cart*	\$45.44	\$90.88	\$136.32	\$181.76	\$227.20	\$272.64	\$10.49	
32 gallon cart	\$53.46	\$106.92	\$160.38	\$213.84	\$267.30	\$320.76	\$12.34	
64 gallon cart	\$106.92	\$213.84	\$320.76	\$427.68	\$534.60	\$641.52	\$24.67	
96 gallon cart	\$160.38	\$320.76	\$481.14	\$641.52	\$801.90	\$962.28	\$37.01	
1 yard bin	\$266.52	\$449.01	\$631.27	\$813.89	\$996.31	\$1,178.73	\$61.50	
2 yard bin	\$445.59	\$789.55	\$1,133.38	\$1,477.26	\$1,821.37	\$2,165.19	\$102.83	
3 yard bin	\$624.82	\$1,130.26	\$1,635.54	\$2,140.99	\$2,646.13	\$3,059.86	\$144.19	
4 yard bin	\$891.55	\$1,645.47	\$2,329.56	\$3,013.65	\$3,697.72	\$4,381.80	\$205.74	
5 yard bin	\$1,006.50	\$1,838.28	\$2,635.35	\$3,432.39	\$4,229.49	\$5,026.53	\$232.27	
6 yard bin	\$1,121.43	\$2,031.09	\$2,941.12	\$3,851.15	\$4,761.26	\$5,671.28	\$258.79	
10 yard roll-off	\$1,869.05	\$3,385.14	\$4,901.86	\$6,418.58	\$7,935.42	\$9,452.25	\$431.32	
18 yard roll-off	\$3,364.29	\$6,093.25	\$8,823.36	\$11,553.44	\$14,283.76	\$17,013.87	\$776.37	
20 yard roll-off	\$3,738.08	\$6,770.27	\$9,803.73	\$12,837.16	\$15,870.85	\$18,904.29	\$862.63	
25 yard roll-off	\$4,672.61	\$8,462.85	\$12,254.65	\$16,046.45	\$19,838.57	\$23,630.37	\$1,078.29	
	<b>Organics (F2E or Compost)</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>Additional One Time Empty</b>
32 gallon	\$20.87	\$41.74	\$62.61	\$83.48	\$104.35	\$125.22	\$4.82	
64 gallon	\$41.73	\$83.46	\$125.19	\$166.92	\$208.65	\$250.38	\$9.63	
1 yard	\$145.79	\$291.58	\$437.37	\$583.16	\$728.95	\$874.74	\$33.64	
2 yard	\$291.58	\$583.16	\$874.74	\$1,166.32	\$1,457.90	\$1,749.48	\$67.29	
3 yard	\$437.37	\$874.74	\$1,312.11	\$1,749.48	\$2,186.85	\$2,624.22	\$100.93	
10 yard roll-off	\$1,308.32	\$2,616.64	\$3,924.96	\$5,233.28	\$6,541.60	\$7,849.92	\$301.92	
18 yard roll-off	\$2,354.98	\$4,709.96	\$7,064.94	\$9,419.92	\$11,774.90	\$14,129.88	\$543.46	
20 yard roll-off	\$2,616.66	\$5,233.32	\$7,849.98	\$10,466.64	\$13,083.30	\$15,699.96	\$603.84	
25 yard roll-off	\$3,270.82	\$6,541.64	\$9,812.46	\$13,083.28	\$16,354.10	\$19,624.92	\$754.80	
	<b>Garbage Compactors (Per empty)</b>							
	Roll-off Compactor Tipping fee per ton	\$177.78		Roll-off Compactor Hauling charge	\$227.14			
	Stationary FL (Per Compacted Yard)	\$114.95		Roll-off Compactor Special handling	Rates Vary			
	<b>Other Charges</b>	<b>Service</b>	<b>Fee</b>	<b>Details</b>				
		Lock	\$25.00	Monthly fee				
		Box rental	Fees Vary	Minimum Bimonthly fee				
		Distance < 50ft	\$6.77	Monthly fee per cart, each way				
		Distance > 50ft	\$13.46	Monthly fee per cart, each way				

\* Customers must have a sufficient level of service for the volume of material generated. Requests for 20gal carts require assessment and approval of a Route Manager.  
NOTE: All container types and sizes may not be available at all locations depending on a variety of factors including safety, accessibility, and efficiency. Requests to be assessed and approved by Route Manager.

ONE TIME SERVICE FEES	Fee
Commercial Service Fees	
Return Fee - <b>BIN</b>	\$75.00
Return Fee - <b>CART</b> -same day	\$10.00
Return Fee - <b>CART</b> -off day	\$25.00
Late Fee/Resume Service Fee	\$35.00
Contamination ( <b>BIN</b> )	\$50.00
Contamination ( <b>CART</b> )	\$30.00
Overload/Compaction ( <b>BIN</b> )	\$60.00
Overload/Compaction ( <b>CART</b> )	\$25.00
Extra Bag Garbage	\$15.00
Additional Empty <b>BIN</b>	Fees vary
Extra Bag Yard Waste	\$15.00
Steam Clean (1-6 yard <b>BIN</b> )	\$95.00
Steam Clean ( <b>CART</b> )	\$15.00
Steam Clean ( <b>COMPACTOR/ROLL-OFF</b> )	\$225.00
Lock Set-up Admin Fee	\$25.00
Lock Single Use Fee	\$5.00
Lock Purchase Fee	\$20.00
Lock Bar Bin Set-up Fee	\$75.00
Overweight Charge Per Ton*	\$205.00
20 Gal Cart Replacement Fee	\$55.00
32 Gal Cart Replacement Fee	\$60.00
64 Gal Cart Replacement Fee	\$65.00
96 Gal Cart Replacement Fee	\$75.00
64 Gal Split Cart Replacement Fee	\$90.00
96 Gal Split Cart Replacement Fee	\$100.00
Bin Repair/Replacement Fee**	Fees vary

\*Boxes exceeding 300lbs/yard

\*\*Fees vary by size up to \$1,200, not to exceed current replacement value.

**TOWN OF FAIRFAX  
EXHIBIT C - SCHEDULE OF RATES**

**MULTI-FAMILY DWELLING REFUSE COLLECTION RATES**

Rate increase: 1.16%

Effective date: 01/01/2022

	Residential Service (Bundled service)		Collections per Week				Additional One Time Empty
	Garbage	1	2	3	4	5	
20 gallon cart*	\$38.52	\$77.04	\$115.56	\$154.08	\$192.60	\$231.12	\$8.89
32 gallon cart	\$45.32	\$90.64	\$135.96	\$181.28	\$226.60	\$271.92	\$10.46
64 gallon cart	\$90.67	\$181.34	\$272.01	\$362.68	\$453.35	\$544.02	\$20.92
96 gallon cart	\$135.99	\$271.98	\$407.97	\$543.96	\$679.95	\$815.94	\$31.38
1 yard bin	\$266.52	\$449.01	\$631.27	\$813.89	\$996.31	\$1,178.73	\$61.50
2 yard bin	\$445.59	\$789.55	\$1,133.38	\$1,477.26	\$1,821.37	\$2,165.19	\$102.83
3 yard bin	\$624.82	\$1,130.26	\$1,635.54	\$2,140.99	\$2,646.13	\$3,059.86	\$144.19
4 yard bin	\$891.55	\$1,645.47	\$2,329.56	\$3,013.65	\$3,697.72	\$4,381.80	\$205.74
5 yard bin	\$1,006.50	\$1,838.28	\$2,635.35	\$3,432.39	\$4,229.49	\$5,026.53	\$232.27
6 yard bin	\$1,121.43	\$2,031.09	\$2,941.12	\$3,851.15	\$4,761.26	\$5,671.28	\$258.79
10 yard roll-off	\$1,869.05	\$3,385.14	\$4,901.86	\$6,418.58	\$7,935.42	\$9,452.15	\$431.32
18 yard roll-off	\$3,364.29	\$6,093.25	\$8,823.36	\$11,553.44	\$14,283.76	\$17,013.87	\$776.37
20 yard roll-off	\$3,738.08	\$6,770.27	\$9,803.73	\$12,837.16	\$15,870.85	\$18,904.29	\$862.63
25 yard roll-off	\$4,672.61	\$8,462.85	\$12,254.65	\$16,046.45	\$19,838.57	\$23,630.37	\$1,078.29
<b>Organics</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>Additional One Time Empty</b>
Additional Organics Cart Rental (35 gallon cart) after 4 TOTAL carts per cart per month	\$2.40	\$4.80	\$7.20	\$9.60	\$12.00	\$14.40	NA
Additional Organics Cart Rental (64 gallon cart) after 4 TOTAL carts per cart per month.	\$2.40	\$4.80	\$7.20	\$9.60	\$12.00	\$14.40	NA
1 yard	\$145.79	\$291.58	\$437.37	\$583.16	\$728.95	\$874.74	\$33.64
2 yard	\$291.58	\$583.16	\$874.74	\$1,166.32	\$1,457.90	\$1,749.48	\$67.29
3 yard	\$437.37	\$874.74	\$1,312.11	\$1,749.48	\$2,186.85	\$2,624.22	\$100.93
<b>Garbage Compactors (Per empty)</b>							
Roll-off Compactor Tipping fee per ton		\$177.78		Roll-off Compactor Hauling charge			\$227.14
Stationary FL (Per Compacted Yard)		\$114.95		Roll-off Compactor Special handling			Rates Vary
<b>Other Charges</b>	<b>Service</b>	<b>Fee</b>		<b>Details</b>			
	Lock	\$25.00		Monthly fee			
	Box rental	Fees Vary		Minimum Bimonthly fee			
	Distance < 50ft	\$6.77		Monthly fee per cart, each way			
	Distance > 50ft	\$13.46		Monthly fee per cart, each way			

NOTE: Minimum service level is 32 gallons per unit or equivalent volume. Decrease to 20 gallon per unit is subject to company review and approval.

NOTE: Up to four (4) Organics carts provided at no additional charge. Additional carts may be rented for a nominal monthly fee.

NOTE: All container types and sizes may not be available depending on a variety of factors including safety, accessibility, and efficiency. Requests to be assessed and approved by Route Manager.

	MFD One Time Service Fees	Fee
	Return Fee - BIN	
Return Fee - CART -same day		\$10.00
Return Fee - CART -off day		\$25.00
Late Fee/Resume Service Fee		\$35.00
Contamination (BIN) Per Yard		\$50.00
Contamination (CART)		\$30.00
Overload/Compaction (BIN)		\$60.00
Overload/Compaction (CART)		\$25.00
Additional Empty Bag		\$15.00
Extra Bag Yard Waste		\$10.00
Additional Empty Garbage		Fees vary
Steam Clean (BIN)		\$95.00
Steam Clean (CART)		\$15.00
Steam Clean (COMPACTOR/ROLL-OFF)		\$225.00
Lock Set-up Admin Fee		\$25.00
Lock Single Use Fee		\$5.00
Lock Purchase Fee		\$20.00
Lock Bar Bin Set-up Fee		\$75.00
Overweight Charge Per Ton*		\$205.00
20 Gal Cart Replacement Fee		\$55.00
32 Gal Cart Replacement Fee		\$60.00
64 Gal Cart Replacement Fee		\$65.00
96 Gal Cart Replacement Fee		\$75.00
64 Gal Split Cart Replacement Fee		\$90.00
96 Gal Split Cart Replacement Fee		\$100.00
Bin Repair/Replacement Fee**		Fees vary

\*Boxes exceeding 300lbs/yard

\*\*Fees vary by size up to \$1,200, not to exceed current replacement value.

## Exhibit D

### DEFINITIONS

“Act” means the California Integrated Waste Management Act of 1989 (sometimes referred to as CIWMA or “AB 939”), Public Resources Code § 40000 and following as it may be amended, including but not limited to, the Jobs and Recycling Act of 2011 (AB 341), SB 1016 (Chapter 343, Statutes of 2008, the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), and as implemented by the regulations of CalRecycle.

“Recycling Container” means a Container for the collection of Recyclable Materials as defined in the Agreement. The Recycling Container shall be colored as defined in the SB 1383 Regulations.

“Container” means any Cart, Bin or Debris Box.

“Garbage Container” or “Garbage Collection Container” means a Container for the collection of Garbage, which does not include Organic Waste or Recyclable Materials as defined in the Agreement. The Garbage Container shall be colored as defined in the SB 1383 Regulations.

“Organics Container” or “Organics Materials Collection Container” means a Container for the collection of Organic Waste and colored as defined in the SB 1383 Regulations. Hardware such as hinges and wheels may be any color.

“Food Waste Container” means a Container for the collection of Commercial Food Waste only and colored as defined in the SB 1383 Regulations.

“Hauler Route” means the designated weekly itinerary or sequence of stops scheduled to be performed by one collection vehicle providing regularly scheduled Solid Waste, Recyclable Materials or Organic Waste collection services (not on-call or Bulky Item/Abandoned Waste) within the MSS’s collection service area under the Agreement.

“Organic Waste” means wastes comprising material originated from living organisms and their metabolic waste products, including food, green material, landscape and pruning waste, clean unpainted/untreated wood (with no nails, wire, etc.), paper products, and printing and writing paper, but excluding textiles and carpets, manure, biosolids, digestate, sludges, non-compostable paper, Construction & Demolition Debris, and Hazardous Waste. No material shall be considered Organic Waste unless it has been segregated by the customer for separate collection.

“Prohibited Container Contaminants” means discarded materials placed in the designated Recyclables Container that are not identified as acceptable source separated Recyclables; (2) discarded materials placed in the designated Organic Materials Collection Container that are not identified as acceptable source separated Organic Materials; and (3) discarded materials placed in the Garbage Container that are acceptable source separated Recyclables and/or source separated Organic Materials, and (4) Excluded Waste placed in any Container.

“Route Review” means a visual inspection of Containers along a Hauler Route for the purpose of identifying Prohibited Container Contaminants, which may include mechanical inspection methods such as use of cameras.

“SB 1383 Regulations” means the regulations developed by CalRecycle and contained within 14 CCR, Division 7, Chapter 12 and the amended portions of 14 CCR and 27 CCR..

For purposes of this Third Amendment, the following terms (whether or not capitalized) shall have the meanings given to them in the SB 1383 Regulations, unless the context indicates a different meaning was intended: biosolids, digestate, food, non-compostable paper, paper products, printing and writing paper, sewage sludge. For any term used in the Third Amendment that is undefined in the Third Amendment, but for which a definition exists in the SB 1383 Regulations, that definition shall apply.

Exhibit E

FACILITIES

Marin Sanitary Service Transfer Station

1050 Andersen Drive San Rafael CA 94912

Marin Recycling Center

535 Jacoby Street San Rafael CA 94912

Marin Resource Recovery Center

535 Jacoby Street San Rafael CA 94901

## EXHIBIT F

### Description of Services Related to SB 1383 Regulations

#### 1. Three-Container Organic Waste Collection Services.

1.1. Phased Implementation. Town and MSS acknowledge that MSS's Organic Waste Collection routes must be expanded to satisfy the requirements of the SB 1383 Regulations, and that new collection trucks must be procured by MSS in order to provide such services. Beginning January 1, 2022 all new customers will be provided base level of collection service including Recycling Container, Organics Container and Garbage Container collection service. Between January 1, 2022 and December 31, 2023, MSS shall continue and expand its Organic Waste collection service to all existing customers within Town who have not yet subscribed to Organic Waste collection service. By January 1, 2024, MSS shall provide Organic Waste collection service to all of its customers within Town who are subscribed to and pay for Solid Waste collection service, unless (i) the customer is categorically exempted under Town's municipal code from the requirement to subscribe for Organic Waste collection service, or (ii) the customer qualifies for and is granted a State- or Town-issued waiver. MSS will work with customers to appropriately size collection containers such that source-separation of all materials is possible without any overflow of material, and if any disputes arise or overages occur, the Town will make the final determination on proper container size.

#### 2. Container Colors.

2.1. General Requirement. MSS shall ensure that each Container that it newly purchases after January 1, 2022 and provides to a customer serviced under the Agreement conforms to the following color scheme: Gray for Garbage Containers for the collection of Garbage, Blue for Recycling Containers for collection of Recyclable Materials, and Green for Organics Containers for collection of Organic Waste. In addition, MSS shall ensure that all Containers it uses to provide such services to customers serviced under the Agreement conform to such color scheme by January 1, 2036.

2.2. Specific Material Types. Paper products and printing and writing paper, each as defined in the SB 1383 Regulations, may be placed in either the Recycling Container or the Organics Container. Carpet and textiles may not be placed in either the Recycling Container or the Organics Container.

#### 3. Container Labels.

3.1. General Requirement. MSS shall ensure that each Container after January 1, 2022 provided to a customer serviced under the Agreement shall be labeled or imprinted with language and/or graphics that clearly indicates the primary items accepted and the primary items that are Prohibited Container Contaminants for that Container type. MSS may comply with this section by using model labeling provided by CalRecycle.

#### 4. Route Reviews.

4.1. General Requirement. At least once annually, beginning in 2022, MSS shall conduct a Route Review for each Hauler Route. The number of Containers to review per Hauler Route shall be calculated on the basis of the number of garbage accounts provided service by a specific Hauler Route for one week using the table below. For example, if “Route A” collects garbage from 250 accounts, 4 days per week for a total of 1,000 pickups per week, include a minimum of 25 accounts for Route Review of “Route A”. For each Route Review of a Hauler Route, MSS shall inspect at least the following minimum number of Containers, but may inspect more if MSS deems necessary; and shall inspect all Containers placed for collection (including Recycling Containers, Organics Containers, and Garbage Containers). Each inspection shall involve lifting the Container lid and observing the contents, but shall not require MSS to disturb the contents or open any bags. MSS may select the Containers to be inspected at random, or (if mutually agreed with Town) by any other method not prohibited under the SB 1383 Regulations. For the avoidance of doubt, MSS shall not be required to annually inspect every Container on a Hauler Route. MSS shall include the results of each Route Review in its next regularly scheduled report to Town, as required by Section 9.

<u>Route Size (# garbage accounts/ week)</u>	<u>Minimum Number of Containers</u>
Less than 1,500	25
1,500-3,999	30
4,000-6,999	35
7,000 or more	40

4.2. Notice of Contamination. If MSS observes Prohibited Container Contaminants in a Container during a Route Review comprising ten percent or more of observable container volume, MSS shall notify the customer of the violation in writing. The written notice shall include information regarding the requirement to properly separate materials into the appropriate Containers. The notice may be left on the customer’s Container, gate, or door at the time the violation is discovered, and/or be mailed, e-mailed, electronically messaged or delivered personally to the customer within 30 days. MSS may dispose of the contents of any Container found to contain Prohibited Container Contaminants and may charge a contamination fee not to exceed the fee in Exhibit C. The notice shall be provided in English and Spanish.

5. Compliance Reviews.

5.1. General Requirement. At least once annually, beginning in 2022, MSS shall review the records of its Commercial and Multi-Family customers in Town that are subscribed for at least two (2) cubic yards per week of combined Solid Waste, Organic Waste and Recyclable Materials service, to determine whether such customers are subscribed for Organic Waste collection service or have an applicable waiver. MSS shall include the results of each compliance review in its next regularly scheduled report to Town, as required by Section 9.

5.2. Site Visit Requirement. Based on MSS’s review of the list of customers requiring site visit compiled in accordance with section 7.1 above, MSS shall conduct an annual site visit to

each Commercial and Multi-Family customer in Town that is determined to not be enrolled in 3-container organic waste collection service and not be eligible for a waiver based on the Town determination, to encourage those businesses to sign up for Organic Waste service and provide educational material about the law's requirements. MSS shall provide City with a list of addresses whose owners or occupants refuse to subscribe to three-container collection services.

6. Education & Outreach.

6.1. Prior to February 1, 2022, and annually thereafter, MSS shall provide the following to all its customers under the Agreement:

6.1.1. Information on the customer's requirements to properly separate materials in appropriate containers.

6.1.2. Information on methods for: the prevention of Organic Waste generation, recycling Organic Waste on-site, sending Organic Waste to community composting, and any other local requirements regarding Organic Waste.

6.1.3. Information regarding the methane reduction benefits of reducing the landfill disposal of Organic Waste, and the methods of Organic Waste recovery contemplated by the Agreement.

6.1.4. Information regarding how to recover Organic Waste.

6.1.5. Information related to the public health and safety and environmental impacts associated with the landfill disposal of Organic Waste.

6.2. The above information will be provided, at a minimum, through print and/or electronic media, and may also be provided through workshops, meetings and/or on-site visits.

6.3. MSS shall provide an educational webpage which includes downloadable copies of all the materials described in Section 8.1, as well as an educational brochure to be provided by Town for edible food recovery outreach.

6.4. Educational materials provided pursuant to the above shall be translated into Spanish.

6.5. MSS shall provide educational materials to customers discovered to be out of compliance with the SB 1383 Regulations requirements, and report a list of such customers as well as actions taken to the Town on a periodic basis as required by Town.

7. Waivers. MSS shall be responsible for the distribution, collection and evaluation of waiver applications as appropriate and provide the Town a recommendation to accept or deny waiver requests. MSS shall develop waiver application forms and shall provide them to Town for Town approval prior to use. MSS shall evaluate requests for exemption or waiver from the Act's requirements and provide the Town periodic recommendations and supporting documentation to deny or approve waivers, including a site visit and re-evaluation at least every five years as required by the SB 1383 Regulations.

8. Edible Food Recovery. MSS shall provide Town with a list of Tier One commercial edible food generators located in the Town by January 1, 2022 and annually thereafter. MSS shall provide Town with a list of Tier Two commercial edible food generators located within the Town by January 1, 2024 and annually thereafter.

9. Reporting.

9.1. Beginning January 1, 2022, MSS shall annually provide the following information to the Town by February 15 of the year following the reporting year:

9.1.1. For information provided by MSS pursuant to Section 8 above:

- (a) Copies of all such information (including flyers, brochures, newsletters, invoice messaging, website and social media postings, emails, and other electronic messages).
- (b) The date the information was disseminated or the direct contact made. For website and social media postings, this shall be the date posted.
- (c) To whom the information was disseminated or the direct contact made. For mass distributions such as mailings or bill inserts, MSS may provide the type and number of accounts receiving the information, rather than listing each recipient individually.

9.1.2. For Route Reviews and Compliance Reviews:

- (a) The date the review was conducted.
- (b) The name and title of each person conducting the review.
- (c) A list of the account names and addresses covered by the review.
- (d) For Route Reviews, a description of each Hauler Route reviewed, including MSS's route number and a description of the Hauler Route area.
- (e) For Route Reviews, the results of such review (i.e. the addresses where any Prohibited Container Contaminants were found), and any photographs taken.
- (f) For Compliance Reviews, the results of such review (i.e. MSS's findings as to whether the customers reviewed are subscribed for Organic Waste collection service, have an applicable waiver, or neither), and any relevant evidence supporting such findings (e.g., account records).
- (g) Copies of any educational materials issued pursuant to such reviews.

9.1.3. Documentation relating to observed Prohibited Container Contaminants, whether observed during Route Reviews or otherwise:

- (a) Copies of the form of each notice issued to customers for Prohibited Container Contaminants, as well as, for each such form, a list of the customers to which such notice was issued, the date of issuance, the customer's name and service address, and the reason for issuance (if the form is used for multiple reasons). This information will also be provided monthly to any other government entity approved by the Town, including but not limited to, Zero Waste Marin requests.
- (b) The number of times notices were issued to customers for Prohibited Container Contaminants.
- (c) The number of Containers where the contents were disposed due to observation of Prohibited Container Contaminants.

9.1.4. A description of MSS's process for determining the level of Container contamination under the Agreement.

9.1.5. Reports to Town on customers discovered to be out of compliance with the SB 1383 Regulations, including a list of the customers, the type of violation, actions taken to educate those customers, and contact information for those customers. Such reports shall be provided periodically as required by Town.

10. 14 CCR 14 18988.1 and 18988.2 Compliance. MSS is responsible for delivery of all Solid Waste to properly permitted disposal facilities, transfer stations, recyclable materials processing facilities, organics processing facilities, and C&D processing facilities as listed in Exhibit E. The list may be amended from time to time by MSS, subject to Town approval of the amended list. Failure to comply with this provision may result in MSS being in default under this Agreement. Town hereby approves delivery of Organic Waste to such facility(ies). MSS shall comply with its obligations under this Amendment and the obligations that by operation of law are imposed upon it directly pursuant to the SB 1383 Regulations.