

**AGREEMENT FOR COLLECTION, REMOVAL AND DISPOSAL
OF GARBAGE, RUBBISH, WASTE MATTER AND REFUSE
IN THE TOWN OF ROSS, CALIFORNIA**

THIS AGREEMENT, made and entered into, in duplicate, to be effective as of the 14th day of December 1994, by and between the TOWN OF ROSS, a municipal corporation, hereinafter called "Town," and MARIN SANITARY SERVICE, a corporation, hereinafter called "Marin Sanitary Service,"

WITNESSETH:

WHEREAS, the public welfare of the inhabitants of the Town of Ross requires that adequate provision be made for the regulated collection, removal and disposal of garbage and refuse within said Town; and

WHEREAS, Town did, on the 13th day of February 1964, adopt its ordinance, being Ordinance No. 234, providing for the accumulation, collection and disposition of refuse, garbage and rubbish in said Town; and

WHEREAS, said ordinance has since been superseded by Ordinance No. 526, enacting a new Chapter 6.12, entitled "Solid Waste," to the Ross Municipal Code; and

WHEREAS, the Town and Marin Sanitary Service did, on the 13th day of February 1964, enter into an Agreement for Collection, Removal and Disposal of Garbage, Rubbish, Waste Matter and Refuse in the Town of Ross, California, and since then have amended the same from time to time; and

WHEREAS, the parties now desire to supersede said agreement and amendments, and to modify the same as provided herein; and

WHEREAS, Town intends to enter into this contract with Marin Sanitary Service pursuant to said Ordinance No. 526; and

WHEREAS, in the opinion of the Town Council, the public welfare requires that the Town enter into this contract with Marin Sanitary Service;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Town hereby grants to Marin Sanitary Service the exclusive privilege and right to collect and dispose of garbage, waste, refuse, rubbish, offal and other materials customarily gathered and disposed of by garbage collection companies and agencies, and the sole and exclusive privilege of transporting and conveying the same over the public streets of the Town

of Ross, upon and subject to the terms and conditions herein set forth.

2. No such garbage or other materials shall be transported along, upon or over the public streets of the Town of Ross except in a closed wagon or container which shall prevent exposure thereof to flies, and which shall prevent the stench and unsightly appearance thereof from offending the general public and citizens of and within said Town.

3. Marin Sanitary Service agrees to collect and dispose of said garbage and other refuse and materials in the kind of conveyance and container hereinabove referred to, and in a workmanlike and sanitary manner, and in accordance with the best schedules and practices obtaining in the San Francisco Bay Area throughout the period of this agreement. Marin Sanitary Service specifically agrees that if and so long as patrons and customers shall comply with reasonable rules and regulations and shall pay their bills when due, Marin Sanitary Service will collect all garbage properly so offered and that it will not refuse collection or disposal of garbage nor discriminate in this matter because of race, color, creed, location or convenience. In this connection Marin Sanitary Service acknowledges that the garbage collection business is not merely a private business of the usual type, but that it involves a matter of general public interest and that if it assumes to serve an area, public convenience and necessity require that it serve the entire area and all persons who may desire service within the same, and it further acknowledges and agrees that if it shall fail at any time to do so, in any portion of the Town of Ross, then in such case this agreement may be terminated by the Town upon reasonable notice being given.

4. Marin Sanitary Service, in carrying out its duties and exercising its rights hereunder, shall be governed by the terms of Ordinance No. 526 of the Town of Ross, as now enacted and as it may hereafter be amended. Provided, however, that no such amendment shall vitiate this contract or deny to Marin Sanitary Service the right to a fair and reasonable return as stated herein and in Ordinance No. 526.

5. Marin Sanitary Service shall have the privilege of collecting, removing and disposing of all garbage and refuse from residential, commercial and industrial establishments or any or either thereof, within the Town, from the date hereof through and including December 31, 2014.

6. Marin Sanitary Service shall have the privilege of collecting and receiving from its patrons or customers in the Town, for the collection, removal and disposal of their garbage and refuse, the rates and charges as fixed and established pursuant to Section 6.12.350 of Ordinance No. 526 of the Town of Ross.

7. Not less than sixty (60) days prior to the end of each year of this contract, the Town shall have the right to review the rates as established under Section 6.12.350 of Ordinance No. 526 of the Town of Ross, and shall determine whether said rates should be adjusted or revised in the best interests of the inhabitants of the Town and the parties hereto. At the time of such review, Town shall have the right to reduce the rates as applicable during the next following

year of this agreement. Also at said time of review, the Town may increase the rates as applicable during the next year of this agreement.

Upon the mutual consent of the parties, said rates may be reviewed and adjusted or revised more frequently or at other times.

It is further expressly understood and agreed that any increase or reduction in rates or charges shall be accomplished by resolution of the Town Council.

8. In the event that any commercial establishment or school or any customer or citizen offering containers larger than those covered by an ordinance of the Town shall at any time during the life of this contract fail to enter into a voluntary agreement with Marin Sanitary Service, then and in such case Town reserves and shall have the right to fix the rates for any such case. Marin Sanitary Service hereby nominates and appoints Town as and to be its attorney in fact for the purpose of fixing the rate in any such case, and agrees to be bound by the decision of the Town Council upon any such rate for the duration of this agreement. In the event this paragraph shall be found to be invalid or unenforceable, or in the event this power of attorney shall at any time be revoked during the life of this contract, then and in such case Town reserves and shall have the right forthwith to terminate this agreement in its entirety.

9. Section 6.12.320 of said Ordinance No. 526 reads as follows:

"Section 6.12.320 Assignment

"Neither the collection contract nor any part thereof shall be assigned, either voluntarily or by operation of law, except upon the consent expressed by a resolution of the Town of Ross."

It is agreed by and between the parties that the intent of said ordinance is that the consent of the Town of Ross to any such assignment, as referred to above, shall not be unreasonably withheld.

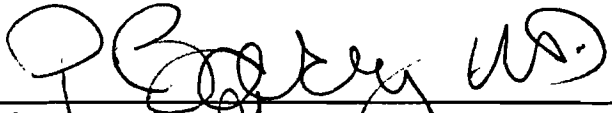
10. In the event that Town at any time during the term hereof decides that it would be in the best interests of its inhabitants to provide or authorize a recycling, reclamation or resource recovery program, Town shall require Marin Sanitary Service to initiate, operate and maintain the same; provided, however, that in connection therewith the schedule of rates and charges as fixed and established pursuant to the agreement of the parties and the ordinance of Town shall be amended to insure Marin Sanitary Service a fair and equitable return, as determined by Town, at the lowest cost to the inhabitants of Town.

11. Marin Sanitary Service shall pay to Town, as further consideration for the rights and privileges afforded to Marin Sanitary Service by this contract, an annual fee calculated at ten percent (10%) of the gross amount of money collected by Marin Sanitary Service from customers within the Town actually being served by Marin Sanitary Service. Said fee shall be

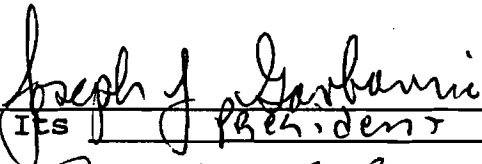
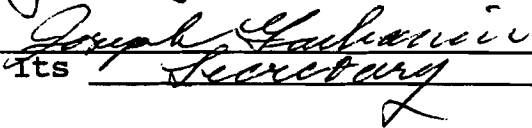
paid every three months, on the first day thereof, in each year during the term of this contract. Said fee shall be in lieu of all other licensing or similar fees, levies, or assessments which might otherwise be payable to the Town by Marin Sanitary Service in connection with this contract, and the provisions hereof shall supersede any and all provisions heretofore found in this contract or any amendment hereof with regard to the payment of a franchise or other fee.

12. The parties retain the right to further amend this agreement upon their mutual consent.

TOWN OF ROSS, a municipal corporation

by 
and Charles Herdman

MARIN SANITARY SERVICE, a corporation

by 
Its President
by 
Its Secretary