

RESTATED AND AMENDED FRANCHISE AGREEMENT
BETWEEN MT. VIEW SANITARY DISTRICT
AND
ALLIED WASTE SYSTEMS, INC., A DELAWARE CORPORATION, doing business as
“REPUBLIC SERVICES OF CONTRA COSTA COUNTY”

THIS AMENDED AND RESTATED FRANCHISE AGREEMENT (herein “Agreement”) is entered into on this 14th day of MAY, 2015, between Mt. View Sanitary District of Contra Costa County, hereinafter referred to as "District", and Allied Waste Systems, Inc., a Delaware Corporation, doing business as “Republic Services of Contra Costa County”, hereinafter referred to as "Collector", for the collection, transportation, disposal and diversion of solid waste and recyclables.

R E C I T A L S

WHEREAS, this Agreement between the Collector’s predecessor and the District was originally entered into on the 1st day of January, 2001 and was subsequently amended in April of 2009; and

WHEREAS, Collector and District desire to further amend the Agreement; and
WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste handling as well as for the selling, processing and handling of recyclables within their jurisdictions; and

WHEREAS, pursuant to the Public Resources Code 40059, the Board of Directors of District has determined that the public health, safety and well-being require that an exclusive franchise be awarded to a qualified solid waste enterprise for the collection and recovery of solid waste from specified residential, industrial and commercial areas within the District and for

integrated waste management, including the collection and recovery of recyclables from residences and commercial establishments within such specified areas; and

WHEREAS, District and Collector are mindful of provisions of the laws governing the safe collection, transport, recycling and disposal of solid waste as well as the recycling and diversion of recyclables, including AB 939, the Resource and Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"); and

WHEREAS, District has not, and, by this Agreement does not, instruct Collector on its collection methods, nor supervise the collection of waste or recyclables; and

WHEREAS, Collector has represented and warranted to District that it has the experience, responsibility, and qualifications to arrange with residents, commercial, industrial, institutional and other entities in the District for collection and safe transport to disposal facilities of solid waste and for the collection, safe transport and diversion of recyclables, the Board of Directors of the District determines and finds that the public interest, health, safety and well-being would be best served if Collector were to make arrangements with residents and other entities to perform these services; and

WHEREAS, the Board of Directors of the District declares its intention of maintaining reasonable rates for the collection and transportation of solid waste and the collection and diversion of recyclables within the District's boundaries; and

WHEREAS, it is the desire of the parties that this Agreement supersede and replace all previous Agreements between the parties, including Collector's predecessors in interest, covering the same subjects as are included in this Agreement and those related thereto;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Term. The term of this Agreement commences on the date of execution hereof by District and ends on the 31st day of December, 2021. Collector has the option to renew this Agreement for an additional ten (10) years, provided Collector gives District written notice of its intention to exercise this option at least one hundred eighty (180) days prior to the expiration of the original term. In the event Collector gives notice of intent to exercise its option, District reserves the right to renegotiate the scope of services and franchise fee but Collector shall then be entitled to a corresponding adjustment in rates.

2. Exclusive Privilege and Duty. Except as otherwise provided herein, District hereby grants to Collector the exclusive privilege and duty to collect and remove for disposal and recycling, all residential and commercial Solid Waste, including Recyclable Materials, within the Franchise Area and to charge and receive charges therefore, pursuant to and subject to the terms of this Agreement. Collector promises and agrees to perform the responsibilities and duties set forth herein and to be bound by all of the requirements of this Agreement. The Franchise Area may be expanded or reduced in size by mutual agreement of the parties, or as provided in Section 20 (Annexation to Franchise Area) of this Agreement.

3. Exceptions to Exclusive Privilege. The exclusive privilege granted by this Agreement shall not apply in cases where:

A. a person or entity generates Solid Waste, including Recyclable Materials, and personally collects, removes and disposes or recycles such in a clean and sanitary manner in conformance with all applicable laws and regulations, including mandatory subscription ordinances. This exception shall not apply to a person who incurs a net cost of collection to a third person in connection with the above described activities or to companies engaged in the construction and/or demolition business; or

B. a person or entity contracts with a third person for the removal and disposal or recycling of inorganic refuse or garden waste (a "Non-Franchised Contractor") and such removal and disposal or recycling is solely incidental to work such as remodeling or gardening occasionally performed by or for the customer. This exception shall not apply if the Non-Franchised Contractor incurs a net cost of collection to any third person in connection with its collection and/or disposal of said Solid Waste.

C. Nothing contained herein shall prevent District from contracting with others to dispose of sludge or other residue or by products of its sewage treatment, which disposal is not covered by this Agreement; provided, however, that District may, in its sole discretion, allow Collector to submit bids for such work, from time to time.

4. Administrative Services and Franchise Fees. Collector shall pay to the District a franchise fee of \$20,000.00 per year, subject to annual CPI (All Urban Consumers SF/Oakland/San Jose Bay Area) adjustments, for (a) the services provided by the District for administering this Agreement, and (b) for services and programs pertaining to subjects of this Agreement as provided by the District. Such amount, time and frequency of payment may be adjusted by District resolution from time to time, with a copy thereof provided to Collector upon the resolution adoption. Upon request, Collector shall receive a corresponding rate adjustment to reflect the change in the amount of the franchise fee. Payment of the fees due District not received within twenty (20) days of their due date, shall accrue interest thereon at the maximum interest rate permitted by California Law but not to exceed ten (10) percent per annum. All such fees shall have prospective affect only; provided, however, that should any rate adjustment be given retroactive effect, the applicable franchise fee shall in the District's discretion also be given such effect.

5. Franchise Area.

A. Franchise Area Defined. The Franchise Area granted by this Agreement shall be those specified residential, commercial and industrial areas within the boundaries of the District as are shown on the map identified in Exhibit "A", "Franchise Area", attached to this Agreement and made a part hereof, and as such areas may hereafter be changed by reason of annexation or deannexation.

6. District to Approve Maximum Rates. Collector agrees that it shall charge those persons, firms or corporations within the District only those rates as are approved by the District Board in accordance with this Agreement. The maximum rates approved by the District at this time shall be those rates set forth in Exhibit "B" attached hereto, made a part hereof and incorporated herein by reference. Nothing in this Agreement precludes Collector from charging rates less than the maximum rates approved by the District. The new rates shall become effective upon implementation of the new yard waste curbside collection recycling program and until such time the rates current as of the execution of this Agreement shall remain in effect.

7. Rate Reviews. The maximum rates charged by Collector shall be subject to review at the election of either party on the first anniversary of this Agreement and every four (4) years thereafter to determine whether such rates are reasonable and whether such rates should be raised, lowered, or maintained "as is" for the ensuing year. Collector shall be entitled to receive, through the maximum rates approved by the District Board, full reimbursement of its reasonable projected expenses in providing services under this Agreement plus a reasonable profit, said profit to be determined in the reasonable discretion of the District Board. Collector shall provide to District all data reasonably required by District in order to make a determination on any adjustment of rates in such format as directed by District, including an audited financial

statement covering the entire period since the last rate review and adjustment (other than CPI) together with supporting documentation required to segregate its District activities from other business activities of Collector. If the District Manager determines in his sole discretion that the level of verifiable detail allows for adequate assessment of Collector's income, expenses, assets and liabilities, the requirement for an audited financial statement may be waived.

On the first, second and third anniversaries of this Agreement and on each subsequent anniversary during the term of this Agreement when no rate review is conducted, Collector's rates may be adjusted, at Collector's option, by the percentage increase or decrease in the Consumer Price Index - All Urban Consumers - for the San Francisco - Oakland - San Jose Bay Area, using the data then available for the most recent twelve month period.

8. Changed Circumstances. Collector may apply for a rate change at any time if Collector can establish that there is good cause based on a change in circumstances for making such application. Examples of such changed circumstances include a change in fuel, labor or other significant costs of operations. In order to apply, Collector shall submit to the District Manager a thorough written explanation of the changed circumstances, as well as an explanation of why these circumstances constitute good cause for making such an application and the amount of the rate adjustment requested by Collector, together with such other data and supporting documentation as may be required by District Manager. The District Manager shall determine within forty-five (45) days whether good cause exists for an adjustment in rates. If the District Manager determines that good cause does not exist, Collector shall have ten (10) days in which to file an appeal of said determination with the District's Board. That appeal shall be placed on the District Board's agenda as soon as practicable. If it has been determined that good cause does exist, a hearing on the proposed rate adjustments will be scheduled before the District

Board within sixty (60) days. The District Board shall consider the Collector's application and such other materials and information reasonably requested by the District Board from Collector to assess the merits of Collector's application, and the Board's decision shall be conclusive.

9. Services Provided by Collector.

A. District to Approve All Services. The nature of the services Collector offers and provides to customers residing or doing business in the Franchise Area shall be determined by the District Board. The District Board may change the level of such services from time to time on reasonable notice to Collector; when appropriate, the Board shall adjust Collector's rates to reflect the change in service levels. The services that Collector offers and provides to its customers affected by this Agreement shall be subject to the prior approval of the District Board. Nothing in this Agreement, however, shall be construed or interpreted as authorizing the District to reduce or adversely affect Collector's exclusive franchise rights as specified in this Agreement. The services that the Collector currently provides to its customers under this Agreement, and the current maximum rates to be charged by Collector therefore, are set forth in Exhibit "B" attached hereto and made a part hereof by this reference.

B. Once a Week Service. In order to protect the public health and safety, arrangements made by Collector with its customers in the Franchise Area for the collection of solid waste, other than garden waste and Recyclable Material, shall provide for the collection of such waste generated or accumulated in residential, commercial, and industrial premises within the Franchise Area at least once per week, or more frequently, as Collector and its customers may agree.

C. Hours of Collection. Collector agrees that, in order to protect the peace and quiet of residents, its arrangements for the collection of solid waste will provide that

collections for residential and commercial areas shall not start before 6 a.m. or continue after 7 p.m., six (6) days per week excluding Sunday. Collector agrees to reasonably adjust the hours of commencement of collection operations in selected areas at the request of District where early collection activities have generated numerous complaints from nearby residents.

D. Collection on Holidays. Collector has informed District that Collector's arrangements with its solid waste customers will provide that if the day of collection on any given route falls on a legal holiday, i.e., New Year's Day or Christmas Day, observed by the materials recovery facility, landfill or other lawful disposal site to which solid waste collected within the Franchise Area is taken for disposal, Collector shall provide collection service for such route on the work day next following such holiday and shall provide collection service on said day, and all subsequent collection days during that holiday week may be moved back one day at the discretion of Collector.

E. District's Facilities. Collector agrees to provide approved recycling containers and authorized solid waste containers at the District's headquarter facilities and to provide collection services at such locations, at no charge or expense whatsoever to the District, as follows: two 2-yard boxes two times per week, two 2-yard boxes recycle on call, one 20-yard box special waste two times per week or on call, four 96-gallon recycle on call. Also Collector shall provide street sweeping services at such facilities consisting of the sweeping of the District office and plant parking areas and the entrance road to the District's facilities twice each month and on special occasions as reasonably requested by the District Manager, all at no cost to District.

F. Curbside and Commercial Recycling. Collector shall provide a curbside recycling program within the Franchise Area, such program being more particularly described in

Exhibit "C" attached hereto and incorporated herein by reference. Collector shall recycle all Recyclable Materials collected by it under this Agreement and shall not dispose of such materials in any solid waste landfill site without the prior written consent of the District Manager.

"Recyclable Materials" are defined as materials capable of being recycled including but not be limited to newsprint, printed material, (i.e., computer paper, colored paper, white paper, magazines) paper containers, cardboard, glass, tin, aluminum, PET and other plastics, beverage containers, compostable materials (exclusive of garden waste and sludge), used motor oil, motor oil filters, batteries, cathode ray tubes, and such other materials as agreed to by Collector and District. Collector may also initiate a commercial recyclable collection program in the District and shall be entitled to collect all such commercial Recyclable Materials, save and except for Recyclable Materials that are sold or donated by the generator. Recyclable Materials collection service will be provided every other week on the same day as regular collection of solid waste.

G. Curbside Collection Garden Waste Recycling Program. Collector shall provide a curbside garden waste recycling program within the franchise area whereby residents may set out curbside containers holding garden waste. Collection service will be provided every other week on the same day as regular collection of solid waste. The number, nature, configuration, coloring and identifying of said containers shall be subject to the approval of the District.

H. Collector shall continue, during the term of this Agreement, its practice of providing economic and other assistance and support in District's public outreach programs including but not limited to: Providing or facilitating production of public outreach materials for special District events; maintaining public outreach displays in the District's Administration

Building and Learning Center lobby to provide the public with examples of recycling and pollution prevention information; providing host supplies and resources, including food, beverages, staff time and waste services for District-related events; supplying the District with outdoor supplies, such as recycle containers, picnic tables, benches, and umbrellas for use at the Administration Building and Learning Center; and actively participating in District-related events.

I. Pick-Up of Illegally Dumped Bulky Waste. Collector agrees to provide on-demand pick-up of illegally-dumped Bulky Waste within the Franchise Area at District's request. Collector shall provide this service within two (2) calendar days of a District's request. Collector shall publicize in a form satisfactory to the District, the Contra Costa Clean Water Program toll free number 1-800-NO DUMPING for citizens to report illegal dumping of debris. Collector shall pick up and dispose of illegally-dumped Bulky Waste identified through 1-800-NO DUMPING within two (2) calendar days' notice of the report. The number of calls, amount of material collected, and locations of the material shall be reported to the District each month by Collector.

J. Litter and Debris Control and Collection. Collector shall provide litter and debris pickup on public streets and rights of way within the District. If Collector performs this service by contract with a third party, Collector shall be responsible for all compensation to said third party and shall provide the litter pickers and vests to assist the third party with the litter control and collection. Collector will defend, indemnify, and hold harmless the District for all claims, actions, and proceedings arising out of or in any way associated with the work that the third party provides within the District limits in accordance with Section 17A of this Agreement.

K. Waste Audits. Upon initiation of new and/or significant change in service to solid waste commercial customers, or upon request of the customer, the Collector shall perform a waste audit as to the affected customer. The audit shall consist of drivers filling out a form approved by the District that identifies volume and characteristics of solid waste being generated by the customer, and shall provide information upon which suggestions can be made to reduce such generation and/or recycle the waste generated. The waste audit shall also consist of determining whether the bin signage is adequate, and shall determine whether internal signage is needed for the multi-family complex tenants or employees of commercial and industrial uses. A copy of the waste audit shall be provided by the Collector to: the affected customer, the District and shall be retained in Collector's files.

10. Collector's Equipment and Provision of All Labor. Collector shall furnish all necessary equipment (excluding containers for single-family residential solid waste) for services provided pursuant to this Agreement in the Franchise Area and shall maintain such equipment in a sanitary condition at all times. Collector shall furnish all necessary labor in connection with its services under this Agreement. The Collector, in performance hereof, shall use trucks with covered, water-tight truck bodies constructed of sufficient strength to withstand a fire within, without endangering adjacent property. Trucks, drop boxes, bins, or similar types of equipment shall be kept clean and in good repair. Collector shall have its name on the side of each truck and its name and telephone number on each drop box, bin or similar type equipment provided by Collector. Collection vehicles shall be designed and operated while in route in such a manner as to prevent solid waste, including leachate and garbage juice, from leaking, escaping or spilling. Any spillage of materials shall be immediately cleaned up by Collector at Collector's sole expense. The noise level generated by compaction vehicles using compaction mechanisms

during the stationary compaction process shall be such that it does not unreasonably interfere with the quiet enjoyment of nearby properties.

11. Compliance with Federal, State and Local Laws. Collector shall be responsible for and shall comply with all applicable laws, rules and regulations that are now in effect or may be promulgated or amended from time to time by the Government of the United States, the State of California, the County of Contra Costa, the District and any other agency now authorized or which may be authorized in the future to regulate the services to be performed herein regarding the collection, removal and disposal of Solid Waste and Recyclable Materials. In particular and without limitation of the foregoing obligations Collector warrants that it will comply with all applicable laws in effect during the term of this Agreement, including implementing regulations, as they may, from time to time, be amended, specifically including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. 9601, et seq., The Resource Conservation and Recovery Act, 42 U.S.C.6901, et seq. ("RCRA"), the California Integrated Waste Management Act of 1989, and all other applicable laws of the United States, State of California, the County of Contra Costa, all ordinances, orders, rules and regulations of the District, County of Contra Costa Source Reduction and Recycling Element of the County Integrated Waste Management Plan, the requirements of Local Enforcement Agencies and other agencies and jurisdiction relating to the services provided by Collector under this Agreement. Collector shall comply with all final and binding judgments entered against Collector regarding its services performed under this Agreement.

12. Collector's Duty to Maintain Records; District's Right to Exam Records.

A. Collector shall maintain a proper set of books and records in accordance with generally accepted accounting principles, accurately reflecting the business done by it under this Agreement.

B. Collector shall further maintain and make available to District, upon its request, records as to the number of customers, total and by type, route maps, service records, AB 939 records, and other materials and operating statistics in such manner and with such detail as District may require. Such data shall be maintained for the full term of this Agreement and any additional period of not less than three (3) years, or any longer period required by law. District shall treat the information required by this paragraph that affects the competitive position of Collector as confidential information to the extent permitted by law.

C. District may at any time during the term of this Agreement have the books and records of the Collector examined by a District agent appointed for that purpose by the District. District shall give thirty (30) days' written notice to the Collector of such examination date. District expenses incurred under this section shall be paid by Collector subject to their recovery through the rates allowed by the District hereunder. Such records shall be made available to District at Collector's regular place of business but in no event outside the County of Contra Costa, California.

D. The information required by this section shall pertain to Collector's operations covered and regulated by this Agreement, and nothing contained herein shall require the Collector to provide the District with information pertaining to the Collector's operations which are not regulated by the District, except in conformance with this Agreement.

E. Should any examination or audit of Collector's records reveal an underpayment of any fee required under this Agreement, the amount of such underpayment shall

become due and payable to District not later than thirty (30) days after written notice of such underpayment is sent to Collector by District. Should an underpayment of more than three (3%) percent be discovered Collector shall bear the entire cost of the District's audit or examination and said cost shall not be recoverable through rate setting.

F. District's agent may examine Collector's books, records and financial statements pertaining to operations not regulated by the District as may be reasonably required for the sole purpose of gathering information necessary to allow said agent to ascertain whether income, expenses, assets and liabilities are reasonably and consistently allocated among operations regulated by District and those not regulated by the District.

G. For the review of books and other financial records necessary to verify the Collector's income, expenses, assets and liabilities, "District agent" shall mean District employees or an independent Certified Public Accountant or public accountancy firm. For all other information or records, including the results of financial verification, "District agent" shall mean any consultant designated by District or District employees.

H. Nothing in this section shall prevent District from allowing public access to District records as provided for under the California Government Code, and in the event any dispute arises as to the public access to information provided by Collector under the terms of this Agreement, the District shall in its discretion provide public access to said information according to law or tender the defense of any claims made against the District concerning said information to Collector. Prior to releasing any information pursuant to this paragraph, District shall make a good faith effort to notify Collector of the intended release.

I. Upon reasonable notice or as otherwise agreed herein, and at those times designated by the District, Collector shall supply to the District lists of the names of all

customers of Collector who are provided any service by Collector within the Franchise Area. At the same or other time, the District may request and the Collector shall provide information specifying each customer's address, type of service provided to that customer, the number and type of authorized solid waste recycling containers used by or provided to each customer, whether and which customers are believed to be violating this Agreement, any mandatory subscription ordinance or any other provision of the law, and any other information that the District determines, in its sound discretion, reasonably required to monitor implementation of this Agreement and/or discharge the District's responsibilities under the law.

13. Reports and Adverse Information.

A. Annual Reports. Within one hundred twenty (120) days after the close of Collector's fiscal year (Collector's fiscal year ends on December 31st of each year), Collector shall submit to the District a written annual report, in a form approved by the District, including, but not limited to, the following information:

(1) A summary of the previous year's (or, in the case of the initial year, the initial year's) activities including, but not limited to, services begun or discontinued during the reporting year, and the number of customers for each class and level of service;

(2) A revenue statement, setting forth payment of Franchise Fees, and the basis for the calculation thereof, certified by an officer of Collector; and

(3) A list of Collector's officers and members of its board of directors.

B. Adverse Information. Collector shall provide District two copies of all reports, or other material adversely reflecting on Collector's performance under this Franchise Agreement, submitted by Collector to the California or U.S. EPA, the California Integrated Waste Management Board or any other federal, state or county agency having jurisdiction.

Copies shall be submitted to District simultaneously with Collector's filing of such matters with said agencies. Collector's routine correspondence to said agencies need not be automatically submitted to District, but shall be made available to District upon written request, as provided in Section 12.

(1) The Collector shall submit to District copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by the Collector to, as well as copies of all decisions, correspondence and actions by, any federal, state and local courts, regulatory agencies and other government bodies relating specifically to Collector's performance of services pursuant to this Agreement. Any data which the Collector seeks to be excluded from provisions of the California Public Records Act shall be clearly identified as such by Collector with the basis for such exclusion clearly specified. In the event District receives a request under the Public Records Act, or by subpoena, the District shall notify Collector to permit Collector to object to the release of the information requested or subpoenaed.

(2) Collector shall submit to the District such other information or reports in such forms and at such times as the District may reasonably request or require.

(3) All reports and records required under this or any other section shall be furnished at the sole expense of the Collector.

C. AB 939 Requirements. During the term of this Agreement, Collector, at Collector's sole expense, shall submit to District information and reports required by District to meet its reporting obligations imposed by AB 939, and the regulations implementing AB 939, in a manner approved by District. Collector agrees to submit such reports and information on computer disks, or by modem, in format compatible with District's computers, at no additional charge, if requested by District. Collector agrees to adhere to all reasonable request of District in

its efforts to comply with AB 939 Requirements. District reserves the right to enter into agreements with other parties for the conduct of Household Hazardous Waste disposal services.

D. Interference with this Agreement. Upon receiving notice that any entity intends to take any action that may impair the contractual rights of the District under this Agreement, Collector shall promptly advise District of same.

14. Customer Complaints. Collector shall develop and implement a policy and procedure for responding to and recording customer complaints, including dispute resolution. The policy and procedure shall be subject to the approval of the District's General Manager.

15. Title to Solid Waste/Salvage Rights.

A. District's Jurisdiction. The parties hereto agree that District currently has jurisdiction to regulate the collection, removal, handling and disposal of all solid wastes generated in the Franchise Area. The intent of this Agreement is to regulate residential, commercial and industrial solid waste handling service. This Agreement does not regulate the collection, removal and disposal of infectious waste or hazardous waste irrespective of origin. Collector shall have exclusive ownership and title to all Solid Waste collected by Collector pursuant to this Agreement.

(1) Throughout the term of this Agreement, unless the District gives notice as provided for herein and subject to the terms of this Agreement, it shall be the Collector's sole responsibility and duty to dispose of the solid waste collected by virtue of this Agreement and do so in a safe manner and in compliance with all federal, state and local laws and regulations. In this connection, the Collector agrees that it shall dispose of all solid waste collected in the Franchise Area at a solid waste facility that is fully licensed and appropriately

permitted and, to Collector's knowledge, is not in material violation of any health, safety or hazardous materials laws, rules, regulations or orders.

(2) By entering into this Agreement the District has waived its right to salvage and assigns and delegates such right of salvage to the Collector. The salvage rights set forth in this Section specifically are intended to refer to salvage operations once the solid waste is placed by the generator in the waste stream.

B. Rights Reserved as to Hazardous Wastes. The District reserves the right to contract with other parties to have hazardous wastes collected, transported, disposed of, processed and/or diverted.

C. As proscribed in Section 3 C hereof, District may contract with others to dispose of sludge or other residue or by products of its sewage treatment.

D. Indemnity re Disposal of Solid Waste. Collector shall indemnify and hold the District harmless from any liabilities and damages (including but not limited to clean-up and remediation costs connected with hazardous waste or hazardous materials releases) arising out of disposal of District's wastestream at the Keller Canyon Landfill or any other landfill site selected by Collector.

16. Insurance.

A. Workers' Compensation Insurance. Collector shall obtain and maintain in full force and effect throughout the entire term of this Agreement full workers' compensation insurance in accordance with the provisions and requirements of the Labor Code of the State of California. Endorsements that implement the required coverage shall be filed and maintained with the District Manager throughout the term of this Agreement.

B. General Liability Insurance. Collector shall obtain and maintain in full force and effect throughout the entire term of this Agreement a Broad Form Commercial General Liability (occurrence) policy with a minimum limit of FIVE MILLION DOLLARS (\$5,000,000.00) aggregate and TWO MILLION DOLLARS (\$2,000,000.00) per occurrence for bodily injury and property damage, with any self-insured retention not exceeding \$200,000.00 per occurrence. Said insurance shall protect Collector and District from any claim for damages for bodily injury, including accidental death, as well as from any claim for property damage which may arise from operations performed pursuant to this Agreement, whether such operations be by Collector itself, or by its agents, employees and/or subcollectors. Copies of the policies or endorsements evidencing the above required insurance coverage shall be filed with the District Manager. Endorsements that are required to be made a part of all of the insurance policies required by this Section are as follows:

(1) "The District, its employees, agents, officers and consultants are hereby added as insureds as respects liability arising out of activities performed by or on behalf of Collector to the extent of Collector's negligent acts or willful misconduct."

(2) "This policy shall be considered primary insurance as respects any other valid collectible insurance the District may possess including any self-insured retention the District may have, and any other insurance the District does possess shall be considered excess insurance and shall not contribute with it."

(3) "This policy shall act for each insured, as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."

(4) "Thirty (30) days' prior written notice by certified mail, return receipt requested, shall be given to the District in the event of suspension, cancellation, reduction in coverage or in limits or non-renewal of this policy for whatever reason. Such notice shall be sent to the District Manager."

The limits of such insurance coverage, and companies, shall be subject to review and approval by the District Manager every year and may be increased at that time and may match the coverage provided by the District's own liability insurance policy. The District shall be included as an additional insured on each of the policies, or policy endorsements.

All required insurance shall be obtained from a company or companies licensed to do business in the State of California and acceptable to District. Failure of Collector to maintain insurance in the manner and the amounts stated herein and as directed by District Manager, subject to the approval of the District Board, will constitute a material breach of this Agreement.

C. Modification. The insurance requirements provided herein may be modified or waived in writing by the District Board, provided the District Board determines that such waiver or modification does not unreasonably increase the risk of exposure to the District, including the fact that the parent of Collector may be self-insured up to a certain acceptable amount.

17. Indemnification.

A. Complete Indemnification of District. All work and performance covered by this Agreement shall be at the risk of Collector.

Collector agrees to defend, save, indemnify and keep harmless the District, its officers, employees, agents, consultants and assigns against any and all liability, claims, judgments, or demands, including demands arising from injuries or deaths of persons and damage to property, including environmental damage, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Collector, save and except for claims, litigation or damages to the extent they arise solely from the negligence or willful misconduct of District, and will make good to and reimburse District for any expenditures, including reasonable attorney's fees, that District may make by reason of such matters and, if requested by District shall defend any such suit at the sole cost and expense of Collector.

The above promise by Collector to indemnify, hold harmless and defend the District expressly includes, but is not limited to, all claims, damages (including but not limited to special and consequential damages), natural resources damages, punitive damages, injuries, costs, response, remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal administrative proceedings, interest, fines, charges, penalties and expenses (including but not limited to attorneys and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, District, its officers, employees or agents arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether or not undertaken due to governmental action) concerning any hazardous substances or hazardous waste at any place where municipal solid waste is or has been transported, transferred, processed, stored, disposed of or otherwise come to be located by Collector under Agreement, or the activities of Collector pursuant to this Agreement resulting in a release of hazardous

substances or waste into the environment. The foregoing is intended to operate, in part, as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, "CERCLA", 42 U.S.C. Section 9607(e), and California Health and Safety Code Section 25364, to defend, protect, hold harmless and indemnify District. The intent of the section is to provide District with the highest level of protection possible under existing and future laws.

B. Defense of Agreement. Should any party successfully challenge the validity of this Agreement, the procedure by which this Agreement was entered into or the validity of any ordinance or resolution which authorizes the District to enter into this Agreement, then in such case the Collector shall have no cause of action for damages or any other relief against District as a result of such successful challenge.

Collector shall have the obligation at its sole cost to defend this Agreement and District. District has no duty to Collector to defend the validity of this Agreement or any provision hereof, but shall reasonably cooperate with Collector in its defense of this Agreement, at no cost to District.

C. AB 939 Indemnification.

(1) In addition, Collector shall defend with counsel reasonably acceptable to the District, indemnify and hold the District harmless from any and all fines, penalties and assessments levied against or threatened to be levied against the District for the District's failure to meet the requirements of AB 939, its amendments or any successor legislation and/or all rules and regulations promulgated thereunder if said failure results from Collector's material breach of previously existing Agreements with District, or its material breach of this Agreement, including but not limited to failing to timely supply to the District the

reports and information required by the District in order to comply with AB 939 or such other indemnification as may otherwise be authorized by the provisions of Public Resources Code Section 40059.1.

18. Faithful Performance Bond. Collector shall submit to District simultaneously with the execution of this Agreement a corporate surety bond in the amount of Fifty Thousand Dollars (\$50,000.00), provided, however, that the Board may increase this amount not more often than every three (3) years to reflect changes in the Consumer Price Index for All Urban Consumers for the San Francisco Bay Area. The bond shall be executed by a surety company licensed to do business in the State of California and acceptable to District. The bond shall be approved by District and shall be payable to District. The condition of the bond shall be that Collector will faithfully perform the duties imposed by ordinance, this Agreement and the rules and regulations of District. Any action by District to proceed against the Bond shall not limit or affect the right of District to use other remedies available to District under this Agreement, or in courts of law or equity. Notwithstanding the foregoing, in lieu of the corporate surety bond, Collector may provide to District a letter of credit, cash bond or other security acceptable to the District Board in a form satisfactory to the District.

19. Default by Collector and Termination.

A. If the District Manager determines that the Collector's performance pursuant to this Agreement has not been in conformity with the provisions of this Agreement, the District Manager may advise Collector in writing of such deficiencies. The District Manager may, in such written instrument, set a reasonable time within which correction of all such deficiencies is to be made. Unless otherwise specified, a reasonable time for correction (or the commencement and diligent pursuit of measures reasonably calculated to correct the deficiencies

within a reasonable period of time) shall be sixty (60) days from the receipt by Collector of such written notice. Any such notice of default shall expressly refer to Collector's right to appeal the notice of default within thirty (30) days of receipt of the notice. The Collector shall respond to such notice in writing within ten (10) calendar days of receipt of the District Manager's notice. Said response shall detail how and when Collector intends to remedy the default. The District Manager shall review the Collector's response and decide the matter and notify the Collector of that decision, in writing. A decision or order of the District Manager shall be final and binding on Collector if the Collector fails to file a "Notice of Appeal" with the District Manager within thirty (30) days of receipt of the District Manager's decision. Within ten (10) working days of receipt of a Notice of Appeal, the District Manager may meet and confer with Collector regarding any issues in dispute, or refer the appeal to the District Board for proceedings in accordance with Section 19B-C, below.

B. The District Board, in such case, may meet and confer with Collector or shall set the matter for public hearing. The District Board shall give Collector, and any other person requesting the same, at least fourteen (14) days written notice of the time and place of any public hearing set pursuant to this paragraph. At the public hearing, the District Board shall consider the report of the District Manager indicating the deficiencies, and shall give the Collector, or its representatives and any other interested persons, a reasonable opportunity to be heard.

C. Based on the evidence presented at the public hearing, the Board shall determine by resolution whether this Agreement should be terminated. If the evidence presented at the public hearing establishes that the Collector has committed a material breach of this Agreement, the District Board shall make written findings supporting its determinations and,

based thereon, may elect to terminate this Agreement, reduce the rates then being charged by the Collector or take other appropriate action regarding this Agreement or Collector. Collector's performance under this Agreement is not excused during the period of time prior to the District Board's final determination as to whether such performance is deficient.

D. This right of termination, to reduce rates and/or to take any other appropriate action is in addition to any other rights of District upon a failure of Collector to perform its obligations under this Agreement.

E. The District, subject to the procedures set forth in Section 19 (A)-(C), further reserves the right to terminate this Agreement, or reduce rates or to take other appropriate action in the event (a) any of the following occurs and (b) Collector fails to commence efforts to timely cure any such deficiencies (except in the case of intentional fraud described in subparagraph 1, in which case no cure period shall apply) within the time period specified in Section 19 (A):

(1) If the Collector practices, or attempts to practice, any intentional fraud upon the District, or makes any intentional material misrepresentations to the District in any of the reports required by this Franchise Agreement.

(2) If the Collector becomes insolvent, unable or unwilling to pay its debts, or upon listing of an order for relief in favor of Collector in a bankruptcy proceeding.

(3) If the Collector fails to provide or maintain in full force and effect, the workers compensation, liability and indemnification coverages or cash bond as required by this Agreement.

(4) If the Collector willfully violates any final and binding orders or rulings of any regulatory body having jurisdiction over the Collector relative to this Agreement;

provided, however, that the Collector may contest any orders or rulings by appropriate proceedings conducted in good faith, in which case no breach of this Agreement shall be deemed to have occurred, pending a resolution of such contest proceedings.

(5) If the Collector ceases to provide collection service as required under this Franchise Agreement over all or a substantial portion of its Franchise Area for a period of seven (7) days or more, for any reasons within the control of the Collector.

(6) If the Collector willfully fails to make any payments required under this Agreement and/or refuses to provide District with required information, reports and/or test results in a timely manner as provided in this Agreement.

(7) Any other act or omission by the Collector which materially violates the terms, conditions or requirements of this Agreement and which is not corrected or remedied within the time set forth in this Agreement or, if the Collector cannot reasonably correct or remedy the breach within the time set forth in such notice, if the Collector should fail to commence to correct or remedy such violation within the time set in such notice and diligently effect such correction or remedy thereafter.

(8) Multiple or repeated breaches, or a pattern of breaches and subsequent attempts to cure said breaches by Collector notwithstanding whether any of the breaches are ultimately cured by the Collector.

F. Any waiver of a breach shall not be deemed to be a waiver of any subsequent breach or to be construed as approval of a course of conduct.

G. Upon the occurrence of a material breach and the declaration of such and termination of this Agreement by the District Manager or District Board, as the case may be, this Agreement and the Franchise granted thereunder shall be of no further force and effect,

excepting those provisions concerning District's right to temporarily assume Collector's obligations. District then shall be free to enter into whatever other arrangements are deemed justified and necessary for the collection, removal and disposal of solid waste and collection and diversion of Recyclable Materials within the Franchise Area.

20. Annexation to Franchise Area. All territory that may in the future be annexed to the District shall, upon annexation and subject to District's authority and direction to include such territory in this franchise, be included in the territory to be served by the Collector. District shall give notice to Collector of all such annexations.

21. Franchise Transferable; District Consent Required.

A. The franchise granted by this Agreement shall not be transferred, sold, hypothecated, sublet or assigned, nor shall any of the rights or privileges herein be hypothecated, leased, assigned, sold or transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, except the Collector, either by act of the Collector or by operations of law, without the prior written consent of the District expressed by resolution. Any attempt by Collector to assign this franchise without the consent of District shall be void.

B. The District may impose reasonable conditions of approval of Agreement transfer, including, but not limited to conditions requiring acceptance of amendments to the District's Ordinances, Resolutions, Orders, Rules and Regulations and this Agreement, and the payment of a transfer fee to the District.

C. The term "assignment" shall include any dissolution, merger, consolidation or other reorganization of the Collector, which results in change of control of the Collector, or the sale or other transfer by probate proceeding or otherwise of a controlling

percentage of Collector's capital stock to a person not a shareholder on the date of the execution of this Agreement.

D. District consent is required for any change in control of Collector.

"Change in control" shall mean any sale, transfer or acquisition of Collector. If Collector is a corporation, any acquisition of more than ten percent (10%) of Collector's voting stock by a person, or group of persons acting in concert, who already owns less than 50% of the voting stock, shall be deemed a change in control; provided, however, any transfer of ownership of any or all of the stock or assets of Collector to another wholly-owned subsidiary of Collector shall not constitute a change in control.

22. Franchise Transfer; Fees.

A. Any application for a franchise transfer shall be made in a manner prescribed by the District Manager. The application shall include a transfer fee in an amount to be set by District Resolution, to cover the anticipated cost of all direct and indirect administrative expenses including consultants and attorneys, necessary to adequately analyze the application and to reimburse District for all direct and indirect expenses. In addition, the Collector shall reimburse the District for all costs not covered by a transfer fee in an amount not to exceed Ten Thousand Dollars (\$10,000.00). District's request for reimbursement shall be supported with evidence of the expense or cost incurred. The applicant shall pay such bills within thirty (30) days of receipt.

B. The franchise transfer fees are over and above any franchise fees specified in this Agreement and shall not be recoverable costs for rate setting purposes.

23. Emergency. Notwithstanding Collector's exclusive franchise rights as set forth in this Agreement, in the event of an emergency due to natural disaster or labor strike which

interrupts the collection of solid waste and Recyclable Materials by Collector, the Board of Directors of District's shall have the right to declare a temporary suspension of this Agreement for the reasonable duration of the emergency and until such time as District determines that Collector is able to reassume all obligations under this Agreement. In such emergency District may contract on a temporary basis with third parties to perform the obligations of Collector hereunder. Should Collector fail to demonstrate to the satisfaction of the Board of Directors that required services can be resumed by Collector prior to the expiration of a six (6) month period, this Agreement may be terminated at the direction of the Board.

24. Attorney's Fees.

In the event that any party hereto institutes an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief, or for an alleged breach or default of, or any other action arising out of, this Agreement, or the transactions contemplated hereby, or in the event any party is in default of its obligations hereunder, whether or not suit is filed or prosecuted to final judgment, the non-defaulting party or prevailing party shall be entitled to reasonable attorney's fees and to any court costs incurred, in addition to any other damages or relief awarded.

25. Hazardous Waste. The parties hereto recognize that federal, state and local agencies with responsibility for defining hazardous waste and for regulating the collection, handling or disposing of such substances are continually providing new definitions, tests and regulations concerning these substances. Under this Agreement, it is Collector's responsibility to keep current with the regulations and tests on such substances and to identify such substances and to comply with all federal, state and local regulations concerning such substances.

26. Annual Review of Performance and Quality of Service.

A. From time to time, at its sole discretion, District may examine Collector's operation in order to evaluate whether or not the Collector is operating at a satisfactory level of efficiency and customer satisfaction.

Collector agrees to cooperate in any such examination and shall permit District representatives to inspect, at Collector's principal place of business, such information pertaining to Collector's obligations hereunder as District may require, including, but not limited to, such things as customer inquiry records, collection routes and equipment records. Access to Collector's records shall be subject to Section 12.

B. At District's sole option, within ninety (90) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement, District may hold a public hearing at which the Collector shall be present and shall participate, to review the Collector's performance and quality of service. The reports required by this Franchise Agreement regarding customer complaints shall be utilized as the basis for review. In addition, any customer may submit comments or complaints during the review meetings, either orally or in writing, and these shall be considered.

C. Within thirty (30) days after the conclusion of the public hearing, District shall issue a report with respect to the adequacy of performance and quality of service. If any noncompliance with this Agreement is found, District may direct Collector to correct the inadequacies or initiate proceedings in accordance with Section 19.

D. (1) Collector shall provide prompt, efficient, continuous and professional service to its customers.

(2) Upon the request of the District, as part of the Annual Review of Performance described above, and not less than six (6) months prior to Collector's notice of

contract renewal, assignment or extension of term, Collector shall conduct a survey or surveys of all customers to determine their satisfaction with Collector's service, including, without limitation, response to customer complaints. The survey methodology, format and content shall be subject to the prior review and approval of the District Manager. A copy of the survey results shall be sent to the District within sixty (60) days of completion of the survey. Nothing in this paragraph shall limit the right of the District to conduct additional surveys. The Collector shall cooperate with the District in such cases.

(3) At least once a year, Collector shall send or deliver to its customers information concerning the conditions of service, including, but not limited to, rates, fees, charges, service options, payment options, discounts (if any), days of collection, the amount and manner of refuse to be collected, the amount and manner of recyclables to be collected, service level and inquiry/complaint procedures, including the name, address and local telephone number of Collector. The form and content shall be subject to the review and approval of the District Manager.

27. System and Services Review. To provide for technological, economic, and regulatory changes in solid waste collection, to facilitate renewal producers, to promote competition in the solid waste industry, and to achieve a continuing, advanced solid waste collection system, and the collection and marketing of recyclables, the following system and services review procedures are hereby established.

A. At District's sole option, District may hold a public hearing on or about the first anniversary date of the Franchise Agreement in which it reviews the collection systems and services. Subsequent system and services review hearings may be scheduled by District each two (2) years thereafter. It is District's intent to conduct any system and services review

concurrently with any Annual Review of Performance and Quality of Service as provided for in Section 26, above.

B. Sixty (60) days after receiving notice from the District, Collector shall submit a report to District indicating the following:

(1) All solid waste collection and recycling services reported in solid waste collection and recycling industry trade journals that are being commonly provided on an operational basis, excluding tests and demonstrations, to communities in the United States with comparable populations, that are not provided by Collector to District; and

(2) Changes recommended to improve the District's ability to meet the goals of AB 939; and

(3) Any specific plans for provision of such new services by the Collector along with the estimated expenses and adjustments to rates necessary to compensate Collector for providing such services, or a justification indicating why Collector believes that such services are not feasible for the Franchise Area; and

(4) A capital and equipment purchasing and improvement plan, covering at least the following two (2) years, in which is described, among other things, the nature of the capital and equipment which Collector proposes to acquire, estimated costs of same and the likely effect said plan will have on rates.

C. Topics for discussion and review at the system and services review hearing shall include, but shall not be limited to, services provided, customer complaints, rights of privacy, amendments to this Agreement, developments in the law, new initiatives for meeting or exceeding AB 939's goals and regulatory constraints.

D. District and the Collector may each select additional topics for discussion at any system and services review hearing. The Collector agrees to cooperate in any such examination and shall provide for inspection to the District or its designated representatives, at the Collector's principal place of business, such information as the District may require, including but not limited to such things as collection routes and equipment records.

E. Not later than sixty (60) days after the conclusion of each system and services review hearing, District shall issue a report. The report shall summarize the systems and services review hearing and address services not being provided to District that are considered technically economically feasible by District. District may require the Collector to provide such services within a reasonable time, for reasonable rates and compensation.

28. Public Access to Collector.

A. Office Hours. Collector's office hours shall be at a minimum, from 8:00 a.m. to 4:30 p.m. daily, on all collection days. Collector shall maintain a toll-free area code phone number. A representative of Collector shall be available during office hours for communication with the public at Collector's principal office which shall be located at 441 N. Buchanan Circle, Pacheco, California. Collector shall also maintain an afterhours telephone number for use during other than normal business hours. Collector shall have a representative or answering service or recorded message with an emergency phone number available at said after-hours telephone number during all hours other than normal office hours.

B. Service Complaints.

(1) All customer complaints shall be directed to Collector. Collector shall record all complaints received by mail, by telephone or in person (including date, name, address of complainant and nature of complaint). Collector agrees to use its best efforts to

resolve all complaints by close of business of the second business (waste collection) day following the date on which such complaint is received. Service complaints may be investigated by the District Manager or the District Manager's designee. Unless a settlement satisfactory to complainant, the Collector and the District Manager's designee is reached, the complainant may refer the matter to the District Manager for review.

(2) Collector will maintain records listing the date of customer complaints, the customer, describing the nature of the complaint or request, and when and what action was taken by the Collector to resolve the complaint. All such records shall be maintained for a period of twenty-four (24) months and shall be available for inspection by District.

C. Government Liaison Person. The Collector shall designate a "government liaison person" who shall be responsible for working with the District Manager or the District Manager's designated representative to resolve consumer complaints. Unless a settlement satisfactory to complainant, the Collector and the District Manager's designee is reached, the complainant may refer the matter to the District Manager for review.

D. Regular Meetings with District. Periodically upon request from District Manager, Collector shall meet with District representatives at the District's headquarters to discuss matters of mutual concern including but not limited to, problems in Collector's service, compliance with AB 939 and future planning. The person attending these meetings on behalf of the Collector shall be vested with sufficient authority to make decisions binding on the Collector.

29. Notice Provisions. All notices required or permitted to be given under this Franchise Agreement shall be in writing and shall be personally delivered or sent by telecopy or United States certified mail, postage prepaid, return receipt requested, addressed as follows:

To District Manager:	Neal B. Allen District Manager
----------------------	-----------------------------------

Mt. View Sanitary District
P. O. Box 2757
Martinez, CA 94553

Copy to District Legal Counsel

Turner, Huguet, Adams & Farr
Attorneys at Law
P. O. Box 110
Martinez, CA 94553

To Collector:

Allied Waste Systems, Inc.
Attention: Tim Argenti
441 N. Buchanan Circle
Pacheco, CA 94553

Copy to:

Tom Bruen
Law Offices of Thomas Bruen
1990 North California Blvd., Suite 940
Walnut Creek, CA 94596
Telecopy Number (925) 295-3132

or to such other address and/or addressee as either party may from time to time designate by notice to the other given in accordance with this Section. Notice shall be deemed effective on the date personally served or sent by telecopy or, if mailed, three (3) business days from the date such notice is deposited in the United States mail.

30. General Provisions.

A. Force Majeure. Collector shall not be in default under this Agreement in the event that the collection, transportation and/or disposal services of Collector are temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, civil disturbances, insurrection, explosion, natural disasters such as floods, earthquakes, landslides and fires, or other catastrophic events which are beyond the reasonable control of Collector. Events of force majeure and "other catastrophic events" do not include labor disturbances, the financial inability of the Collector to perform each and every obligation of Collector or failure of the Collector to obtain any necessary permits or licenses from other governmental agencies or

Collector's inability to obtain or maintain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Collector.

1. Labor Disturbance. Notwithstanding anything in subsection A. above to the contrary, in the event a labor disturbance interrupts collection, transportation and/or disposal of solid waste or recyclables by Collector as required under this Agreement, District may elect to exercise its rights under Section 23 of this Agreement only upon the expiration of fourteen (14) calendar days from the commencement of a service interruption due to a labor disturbance. "Labor disturbance" includes, without limitation, strikes, lockouts, sick-outs, or similar actions."

B. Independent Contractor. Collector is an independent contractor and not an officer, agent, servant or employee of District. Collector is solely responsible for the acts and omissions of its officers, agents, employees, Collector and subcollectors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between District and Collector. Neither Collector nor its officers, employees, agents or subcollectors shall obtain any rights to retirement or other benefits which accrue to District employees.

C. Property Damage. Any physical damage caused by the negligent or willful acts or omissions of employees, Collector or subcollectors of the Collector to private or public property shall be promptly repaired or replaced by Collector, at Collector's sole expense.

D. Right of Entry. Collector shall have the right, until receipt of written notice revoking permission to pass is delivered to Collector, to enter or drive on any private street, court, place, easement or other private property for the purpose of collecting or transporting solid waste pursuant to this Agreement.

E. Law to Govern; Venue. The law of the State of California shall govern this Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Contra Costa. In the event of litigation in a U. S. District Court exclusive venue shall lie in the Northern District of California.

F. Fees and Gratuities. Collector shall not, nor shall it permit any agent, employee or subcollector employed by it to, request, solicit, demand or accept, either directly or indirectly, any compensation or gratuity for the collection of solid waste otherwise required to be collected under this Agreement.

G. Amendment or Modification. This Agreement may be amended or modified upon and only by written agreement of the parties hereto. The parties agree to meet and confer in good faith if amendments or modifications are proposed.

H. Savings Clause and Entirety. If any non-material provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

I. Waiver. The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The acceptance of any monies which become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other party of any provision of this Agreement.

J. Survival of Obligations. Obligations of this Agreement which embody continuing obligations, including but not limited to Section 17 (Indemnification) shall survive the termination or expiration of this Agreement.

K. New Agreement. Upon the effective date of this Agreement, all other Agreements between the parties for the provisions of solid waste and/or recycling services within the Franchise Area are superseded except that all continuing obligations under said superseded agreements shall continue in full force and effect for the periods covered by said superseded agreements.

L. Entire Agreement. This Agreement represents the full and entire agreement between the parties hereto with respect to the matters covered herein.

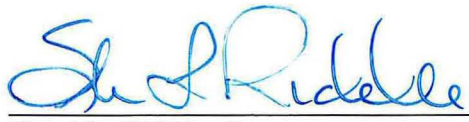
M. Joint Drafting. This Agreement was drafted jointly by the parties.

N. Contest of Agreement's Terms by the Parties. In the event either party to this Agreement attempts to challenge the validity of any portion of this Agreement, such action in attempting to challenge the Agreement shall constitute a material breach of this Agreement and the nonbreaching party shall have the right to elect to terminate forthwith without suit or other proceeding.

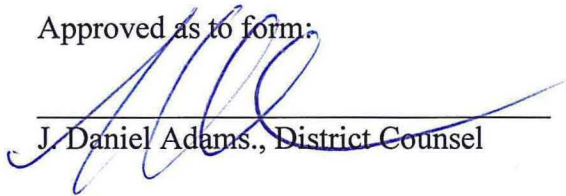
O. Binding on Successors. The terms of this Agreement are binding upon the respective successors and assigns of the parties.

WITNESS the execution of this Restated and Amended Franchise Agreement on the day and year first written above.

Attest:


Sheri L. Riddle, Secretary

Approved as to form:


J. Daniel Adams., District Counsel

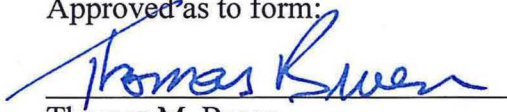
MT. VIEW SANITARY DISTRICT


By: 
Gregory J. Pyka, Board President

By: 
Neal B. Allen, District Manager

Allied Waste Systems, Inc., a Delaware Corporation
Doing business as "Republic Services of Contra
Costa County

Approved as to form:


Thomas M. Bruen
Attorney for Collector

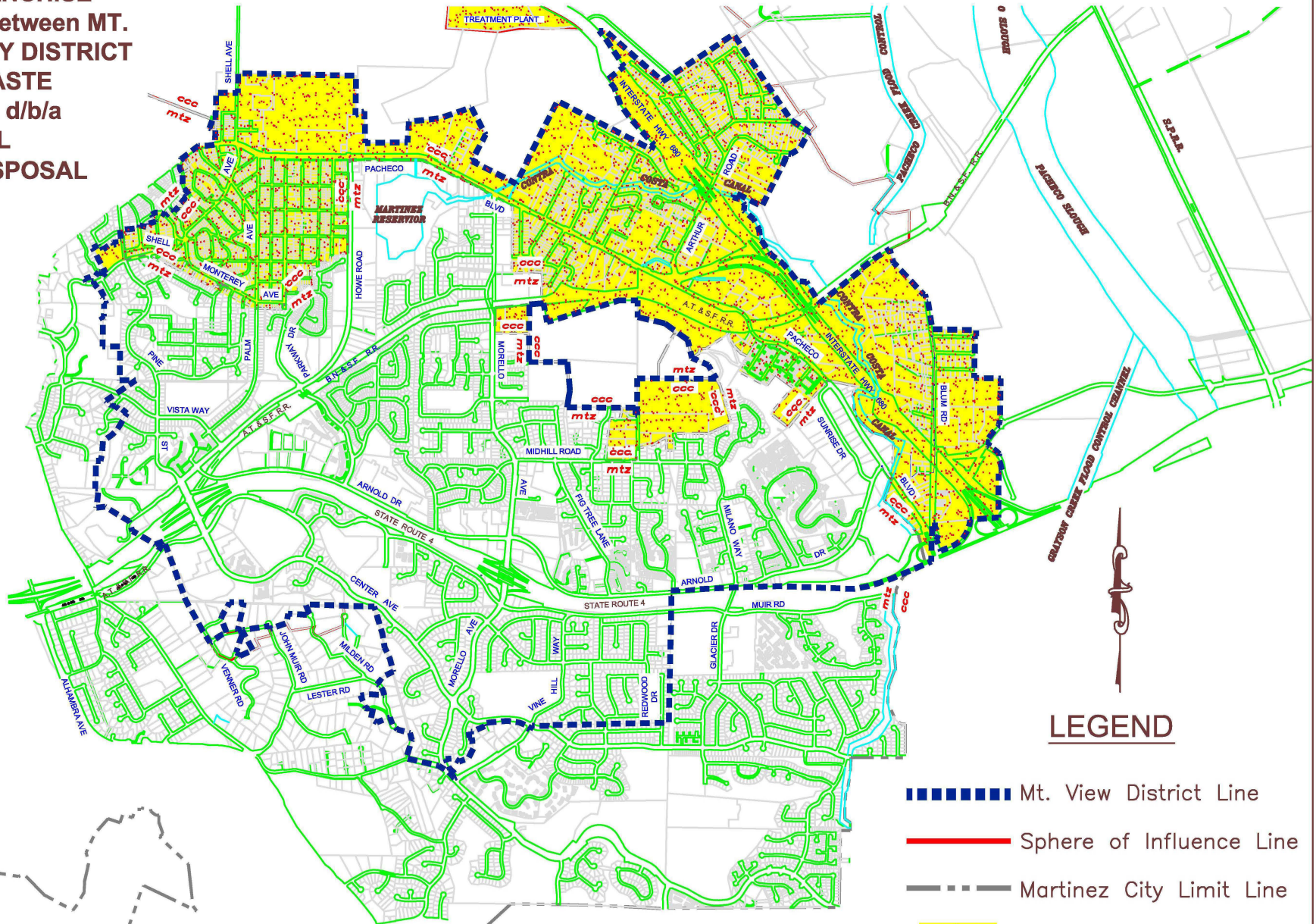
By: 
(Title) G.M.

By: _____
(Title)

EXHIBIT A - FRANCHISE AREA

MT. VIEW SANITARY DISTRICT
MARTINEZ, CALIFORNIA
May 2015

to RESTATED AND
AMENDED FRANCHISE
AGREEMENT between MT.
VIEW SANITARY DISTRICT
and ALLIED WASTE
SYSTEMS, INC. d/b/a
PLEASANT HILL
BAYSHORE DISPOSAL



LEGEND

- Mt. View District Line
- Sphere of Influence Line
- Martinez City Limit Line
- Franchise Area

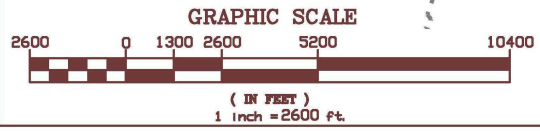


EXHIBIT B
Mt. View Sanitary District
Residential Rates as of December 2014

Curbside Service Level	Monthly Rate
20 gal garbage cart, 64 gal recycle cart, 96 gal yard waste cart	\$22.83
32 gal garbage cart, 64 gal recycle cart, 96 gal yard waste cart	\$29.67
64 gal garbage cart, 64 gal recycle cart, 96 gal yard waste cart	\$34.24
96 gal garbage cart, 64 gal recycle cart, 96 gal yard waste cart	\$57.07
2-32 gal garbage carts, 64 gal recycle cart, 96 gal yard waste cart	\$49.46
2-64 gal garbage carts, 64 gal recycle cart, 96 gal yard waste cart	\$73.87
2-96 gal garbage carts, 64 gal recycle cart, 96 gal yard waste cart	\$109.25
 Senior Rates	
20 gal garbage cart, 64 gal recycle cart, 96 gal yard waste cart	\$17.11
32 gal garbage cart, 64 gal recycle cart, 96 gal yard waste cart	\$18.73
64 gal garbage cart, 64 gal recycle cart, 96 gal yard waste cart	\$21.92
 Special pick up charges	
Minimum on non-service day	\$40.00
Extra bags	\$15 each
 Other	
Extra recycle cart (per month fee)	\$2.14
Extra yard waste cart (per month fee)	\$2.75

EXHIBIT B
Mt. View Sanitary District
Commercial/Roll Off Rates as of December 2014

Commercial Rates Include Garbage and Recycling Services

Container Size	1x per week	2x per week	3x per week	4x per week	5x per week	Extra
1 cubic yard	\$ 143.60	\$ 287.20	\$ 430.82	\$ 572.99	\$ 807.76	\$ 43.94
2 cubic yard	\$ 177.28	\$ 354.55	\$ 531.81	\$ 709.06	\$ 886.35	\$ 48.41
3 cubic yard	\$ 263.80	\$ 527.62	\$ 791.44	\$ 1055.26	\$ 1319.06	\$ 60.51
4 cubic yard	\$ 348.85	\$ 697.73	\$ 1046.56	\$ 1395.41	\$ 1744.27	\$ 78.67
5 cubic yard	\$ 432.41	\$ 864.79	\$ 1297.23	\$ 1729.62	\$ 2162.01	\$ 96.81
6 cubic yard	\$ 518.95	\$ 1037.54	\$ 1556.85	\$ 2075.78	\$ 2594.73	\$ 125.32
8 cubic yard	\$ 691.87	\$ 1383.77	\$ 2075.62	\$ 2767.51	\$ 3459.39	\$ 153.17
32 gal cart	\$ 28.44	\$ 52.27	\$ 78.87	\$ 105.13	\$ 131.38	\$ 11.41
64 gal cart	\$ 30.13	\$ 55.72	\$ 83.60	\$ 111.44	\$ 139.26	\$ 22.04
96 gal cart	\$ 36.13	\$ 83.27	\$ 130.40	\$ 177.51	\$ 224.70	\$ 33.07

Roll Off Rates

Compacted Rate	\$304.79
Minimum Monthly	\$424.43
Regular Rate	\$401.10
Per ton charge	\$86.76
Ton limit	1
Days	3

EXHIBIT B
Mt. View Sanitary District
Bulky Item Price List

Description	Rate
Twin Mattress	\$40.00
Twin Mattress Box Spring	\$40.00
Double Mattress	\$40.00
Double Mattress Box Spring	\$40.00
Queen Mattress	\$40.00
Queen Mattress Box Spring	\$40.00
King Mattress	\$40.00
King Mattress Box Spring	\$40.00
Stove	\$60.00
Dryer	\$60.00
Washer	\$50.00
Dishwasher	\$60.00
Hot Water Heater	\$60.00
Couch/Sofa	\$50.00
Hide-A-Bed	\$60.00
Refrigerator (pick up and Freon removal)	\$75.00
Freezer (pick up and Freon removal)	\$75.00
Air conditioner (pick up and Freon removal)	\$75.00
Swamp cooler	\$40.00
Tires (less than 19")	\$20.00
Tires (larger than 19")	\$30.00
Extra 32 gal bag	\$15.00

EXHIBIT C

Recycling Services Provided by Collector

A. Single Family Unit, Residential Curbside Recycling

(1) The Collector shall collect and recycle all Recyclable Materials approved per this Agreement or by subsequent agreement of the District and the Collector, which are placed at the curb in the approved recycling containers from all Collector's single family unit customers from who the Collector presently, or during the term of this Agreement, collects solid waste in the Franchise Area.

(2) Distribution of Recyclable Containers. Approved recyclable containers shall be purchased and distributed by Collector to all single-family units for which Collector provides solid waste collection services within the purview of this Agreement. The Collector shall provide to all new single-family unit customers of the Collector recycling containers within fifteen (15) days after the Collector has established solid waste collection service with these new customers. The number, nature, configuration, coloring and identifying of said containers shall be subject to the approval of the District. Without charge, Collector shall provide to its customers replacement containers in those circumstances where the customer's container has been stolen. Where the container has been lost or damaged by the customer, Collector shall provide replacement container(s) to the customer at Collector's wholesale cost. If applicable, the color coding and labeling of the containers shall be uniform throughout the Franchise Area. The Collector shall deliver these recyclable containers to all single-family unit customers and shall not require individuals to be available to accept or to sign for them.

(3) Recyclable Materials to be Picked Up. Collector shall provide curbside pick up of Recycleable Materials as defined in Paragraph 9. F. of this Agreement. District may require Collector to provide curbside collection of other recyclables when practical, if at the time District determines, among other reasons, that markets for such materials have developed or if District, county or state regulations or policies require that such materials be included in District's recycling programs. The curbside collection of additional materials may be required at the time of rate reviews. Collector shall furnish its single-family unit customers additional labeled or color coded reusable plastic containers, as necessary, if any such new materials are required to be included in Collector's duties hereunder. If District requires that Collector provide curbside pickup of materials other than those specified in this Paragraph A., (3), District shall provide Collector with at least ninety (90) days notice of the requirement unless earlier implementation of the expanded recycling program is required by agencies other than District. If Collector decides to or is required to provide curbside pickup of materials other than Recycleable Materials, prior to so expanding its service, Collector shall advertise its expanded services by a six inch by eight inch (6" x 8") advertisement in the Contra Costa Times and Martinez News-Gazette once a week for three (3) consecutive weeks and shall distribute an information flyer with the delivery of any additional required containers. Recyclable Materials collected curbside shall be collected, transported, and processed so as not to be commingled with nonrecyclables.

(4) Same Day Service. Collector shall provide curbside pickup of Recyclable Materials every other week, which shall occur on the same day as the regular solid waste pick up is performed by the Collector.

(5) Sale of Recyclable Materials. Collector shall sell the Recyclable Materials at fair market value to any company engaged in purchasing of Recyclable Materials. District may conduct a survey of companies which purchase Recyclable Material; to assure that the income received from the sale of Recyclable Materials by Collector is competitive with the market value for sale of Recyclable Materials by other recycling companies. Monthly records of the weight and value of the Recyclable Materials sold to any company shall be retained by Collector and shall be available for review by District.

(6) Billing. Curbside recycling services shall be included in the monthly service level fees billed to single unit customers as stated in Exhibit B.

(7) Pick Up of Containers. If this Agreement is terminated for any reason, upon notice from the District, Collector shall pick up the recycling containers it provided for the program on the last day of collection.

(8) Advance Payment Refunds. If this Agreement expires or is terminated for any reason, Collector shall reimburse its customers for any advance payment for service which was not provided.

(9) Promotional Material. Promotional and educational material explaining the curbside recyclable program contemplated herein shall either be distributed by the Collector to each customer with the recyclable containers delivered to that customer, or sent out prior to the distribution of the containers. The Collector shall at a minimum distribute promotional material to all its solid waste customers, pre-approved by the District, twice a year. This material shall, at a minimum, specify all Recyclable Materials that will be collected, and shall further provide any additional information as necessary in order to satisfy the obligations of this Agreement, and further satisfy the recycling goals as

set forth in the District's waste reduction goals and objectives. The Collector shall, prior to the distribution of promotional material, provide the District Manager with a copy of said material. The District Manager shall review and comment on these materials within fifteen (15) days of receipt. The District reserves the authority to reject all or any portion of any said promotional material prepared by the Collector. Collector shall reimburse district for District's promotional efforts, on a quarterly basis with thirty (30) days of the date of District's billing.

(10) Reporting Required. During the term of this Agreement, Collector shall provide District with a quarterly accounting of the number of participating single family units, the volume of Recyclable Materials, the type of Recyclable Materials and the volume of solid waste. Copies of weight tags shall be provided to the District upon request.

(11) Establishment of Fees. Since the recycling fee is included in the service level monthly rate as in Exhibit B, single family unit customers shall not be charged for service until containers have been provided.

(12) District's Authorized Recycling Agent. During the term of this Agreement and pursuant to the provisions of Public Resources Code Sections 40058, 40059, Collector shall be District's "authorized recycler" for all single family units which receive individual weekly solid waste collection service from Collector and for any multifamily and commercial customers that is included in the program established under Section B hereof.

(13) Nonprofit Community Groups. Notwithstanding anything to the contrary stated herein, Collector agrees that nonprofit groups, as defined in Section 501 C (3) of the Internal Revenue Code, shall retain their right to pick up Recyclable Materials

within the Franchise Area at collection stations or elsewhere. Except as provided herein, Collector shall not interfere with any nonprofit community group engaged in curbside recycling activities provided that such nonprofit groups do not pick up Recyclable Materials placed in approved recycling containers and at collection station for collection by Collector on days of regular solid waste collection by Collector.

B. Multifamily Unit Recycling Program. Collector is hereby granted the exclusive right, privilege and license for the collecting, transporting, handling, processing, marketing, selling and/or diverting of Recyclable Materials generated by multifamily units, save and except for Recyclable Materials that are sold or donated by the generator. This Franchise Agreement expressly includes such activities. Collector shall establish and contact all multifamily complexes in the District to set up mandatory recycling programs as required by this Franchise Agreement. Collector shall provide recycling material for managers and residents. This program shall be consistent with AB 939 and the District's source reduction and recycling elements and other applicable waste management plans. Said plan and program are subject to the approval of the District, which approval cannot be unreasonably withheld. If Collector fails to timely comply with this subsection B, or fails to exercise due diligence in complying with this subsection B, then the District shall be entitled to seek and secure contracts or arrangements with other entities or person to provide multifamily unit recycling services, irrespective of any multifamily recycling program or service that Collector may have implemented or designed. Fees for multifamily recycling services shall be included in the monthly service level rates set forth in Exhibit B.

C. Commercial and Industrial Recycling. Collector is hereby granted the exclusive right, privilege and license for the collecting, transporting, handling, processing, marketing, selling and/or diverting of Recyclable Materials generated by commercial and/or industrial operations, save and except for Recyclable Materials that are sold or donated by the generator. This Franchise Agreement expressly includes such activities. Collector shall establish and contact all commercial customers in the District to set up mandatory recycling programs as required by this Franchise Agreement. Collector shall provide recycling material and outreach. This program shall be consistent with AB 939 and the District's source reduction and recycling elements and other applicable waste management plans. Said plan and program are subject to the approval of the District, which approval cannot be unreasonably withheld. If Collector fails to timely comply with this subsection C, or fails to exercise due diligence in complying with this subsection C, then the District shall be entitled to seek and secure contracts or arrangements with other entities or person to provide commercial recycling services, irrespective of any commercial recycling program or service that Collector may have implemented or designed. Fee for commercial recycling services shall be included in the monthly service level rates set forth in Exhibit B.

**MT. VIEW SANITARY DISTRICT
CONTRA COSTA COUNTY, CALIFORNIA**

RESOLUTION NO. 1398 -2015

**APPROVING RESTATED AND AMENDED FRANCHISE AGREEMENT
BETWEEN MT. VIEW SANITARY DISTRICT AND ALLIED WASTE SYSTEMS, INC. A
DELAWARE CORPORATION, doing business as “REPUBLIC SERVICES OF
CONTRA COSTA COUNTY”**

**The District Board of MT. VIEW SANITARY DISTRICT, County of Contra Costa,
State of California, resolves as follows:**

1. Attached hereto and incorporated by reference is a copy of a Restated and Amended Franchise Agreement (“Agreement”) between Mt. View Sanitary District and Allied Waste Systems, Inc. . A DELAWARE CORPORATION, doing business as “REPUBLIC SERVICES OF CONTRA COSTA COUNTY.
2. The Agreement correctly identifies the Franchisee and makes minor corrections to clear up ambiguities found in the Agreement adopted by Resolution 1379-2014
3. District Engineer and District Legal Counsel have advised this Board that it is in the best interests of the District to approve the Agreement, a copy of which is attached hereto.

**NOW THEREFORE, THE DISTRICT BOARD OF THE MT. VIEW SANITARY
DISTRICT DOES HEREBY FURTHER RESOLVE THAT:**

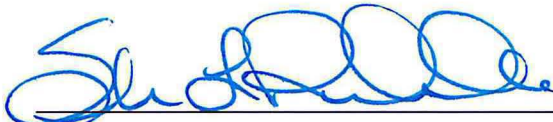
1. The Restated and Amended Franchise Agreement is hereby approved and the Board President is authorized to sign triplicate originals of the agreement on behalf of the District.
2. The Board Secretary is directed to mail one fully executed original of the Agreement to Franchisee.

THE FOREGOING RESOLUTION was regularly moved, seconded, and adopted by at the regular meeting of the District Board of MT. VIEW SANITARY DISTRICT held on the 14th day of May, 2015 by the following vote:

AYES:	Directors Caldwell, Maggi and Marshall, Vice President Schaal, and President Pyka
NOES:	None
ABSENT:	None
ABSTAIN:	None



Gregory T. Pyka, President



Sheri L. Riddle, Board Secretary

SECRETARY'S CERTIFICATE

I, Sheri L. Riddle, Secretary to the Mt. View Sanitary District, do hereby certify as follows:

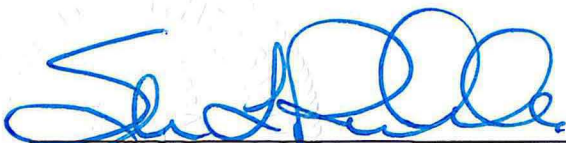
The foregoing is a full, true, and correct copy of a resolution duly adopted at a regular meeting of the Board of Directors of said District, duly and regularly and legally held at the regular meeting place thereof on May 14, 2015, of which meeting all of the members of said Board had due notice and at which a majority thereof was present.

At said meeting said resolution was upon motion duly seconded and adopted by the vote as therein set forth.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and that said resolution is duly entered of record in the minutes and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

Dated: May 27, 2015



Sheri L. Riddle, SECRETARY OF THE
DISTRICT BOARD OF MT. VIEW SANITARY
DISTRICT, COUNTY OF CONTRA COSTA,
STATE OF CALIFORNIA