



**MEMORANDUM TO:** Board of Directors  
**FROM:** Naomi Lue, Solid Waste Coordinator  
**SUBJECT:** WMAC Collection Service Agreement dated May 1, 2009 Addendum No. 1  
**DATE:** January 28, 2009

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The following are changes to the Collection Service Agreement, executed between Castro Valley Sanitary District and Waste Management of Alameda County, Inc. (WMAC) dated May 1, 2009. Please note that affected Article Numbers and Exhibits of the Collection Service Agreement below are not exhaustive, but used for general reference.

#### **Addendum No. 1**

1. The second sentence of Article 1.22, "Composting Facility" shall read, "The Grover composting facility located at 3401 Gaffery Road, *Vernalis*, California..." not *Venalis*. This is a typographical error.
  - a. *Article 1, "Definitions, 1.22 "Composting Facility", p. 4*
2. Per phone communication between WMAC and the District on January 28, 2009, the definition of " *MFD Compostable Materials Service*" shall be added to Article 1, "Definitions" and shall read, " *The Collection of Compostable Materials from MFD Customers in the Service Area, the delivery of the Compostable Material to a Composting Facility and the processing, and marketing of the Compostable Material.*"
  - a. *Article 1, "Definitions", Article number and page number to be determined*
3. The first sentence of Article 1.64, "Recyclables" shall read, "Those materials *designated* in this Agreement..." not *designed*. This is a typographical error.
  - a. *Article 1, "Definitions, 1.64 "Recyclables", p. 9*
4. Per phone communication between WMAC and the District on January 28, 2009, Article 8 shall be expanded to include MFD Compostable Materials Service as applicable.
  - a. *Article 8, "MFD Collection Services", p. 31*
5. Per letter response to WMAC, dated December 18, 2008, the District approves WMAC's request to modify the original plan to the usage of Liquid Natural Gas (LNG) vehicles, with WMAC absorbing any additional costs.
  - a. *Article 15, "Collection Equipment", p. 53*
6. Per letter response to WMAC, dated December 18, 2008, the District agrees to the 5% Compost Give Back of the prior year's stated Green Waste/Organics tonnage

collected and acknowledges WMAC's request to have 5 business days advance notice when the District requests delivery of the material.

- a. *Article 17, "Other Services", 17.03 "Compost Give Back", p. 56*
7. Per letter response to WMAC, dated December 18, 2008, the District acknowledges WMAC's agreement to increase the 2009 Public Education budget from \$25,000 to \$33,500 in an effort to increase public awareness of District efforts to promote sustainable solutions for the environment.
  - a. *Article 18, "Public Education Programs", 18.01.5 "Public Education Budget", p. 59*
8. Per email communication between WMAC and the District, both parties agree to an \$80.00/cubic yard supplementary rate for commercial customers participating in the three (3) cubic yards or less of Business MSW Collection Service bundled with three (3) cubic yards or less of Business Recycling Collection Service. Should a customer desire more than the matching bundled Business Recycling Collection Service, the customer can subscribe to a higher volume and will be charged an additional \$80.00/cubic yard.
  - a. *Exhibit 1, "Approved Rates and Charges", Form 4 "Business Recycling Collection Service", p. 117*
9. Per letter response to WMAC, dated December 18, 2008, and subsequent communication with WMAC, both parties agree to use the Producer Price Index (Series ID PCU2111122111121, "Natural Gas Liquids") instead of the Diesel Fuel Index for the Refuse Rate Index adjustment calculation.
  - a. *Exhibit 2, "Refuse Rate Index", p. 131*

Cc: Mr. Anthony Varni, Attorney at Law  
WMAC – D. Tucker, D. Horn  
R3 – R. Hutchinson  
StopWaste.Org – T. Padia  
CVSD – R. Williams, File



**MEMORANDUM TO:** Board of Directors  
**FROM:** Naomi Lue, Solid Waste Coordinator  
**SUBJECT:** WMAC Collection Service Agreement dated May 1, 2009 Errata No. 1  
**DATE:** January 28, 2009

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Attached please find updated changes to the Collection Service Agreement, executed between Castro Valley Sanitary District and Waste Management of Alameda County, Inc. (WMAC) dated May 1, 2009. These pages will replace pages 98-130; please insert these pages into your copy of the agreement.

Thank your for your cooperation with updating this Franchise Agreement.

#### Attachments

Cc: Mr. Anthony Varni, Attorney at Law  
WMAC – D. Tucker, D. Horn  
R3 – R. Hutchinson  
StopWaste.Org – T. Padia  
CVSD – R. Williams, File



**MEMORANDUM TO:** Board of Directors  
**FROM:** Naomi Lue, Solid Waste Coordinator  
**SUBJECT:** WMAC Collection Service Agreement dated May 1, 2009 Addendum No. 2  
**DATE:** May 1, 2009

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The following are changes to the Collection Service Agreement, executed between Castro Valley Sanitary District and Waste Management of Alameda County, Inc. (WMAC) dated May 1, 2009. Please note that affected Article Numbers and Exhibits of the Collection Service Agreement below are not exhaustive, but used for general reference.

### **Addendum No. 2**

1. Per meeting between WMAC and the District on April 27, 2009, Article 12.14.1 shall include, ***“Revenues received from the District for the provision of Emergency Services, as set forth in Section 17.01, shall not be considered as gross revenue for the purpose of calculating franchise fees.”*** This applies to Form 7, p. 129.
  - a. Article 12, “Billing and Payments”, 12.14.1 “Franchise Fees”, p. 47
  - b. Form 7, “Emergency Service Rates – Employees/Equipment”, p. 129
2. Per phone and email communication between WMAC and the District March and April 2009, Articles 17.03 and 17.03.1 shall also include bulk mulch from the Davis Street Garden Center in addition to bulk compost.
  - a. Article 17, “Other Services”, 17.03 “Compost Give Back” and 17.03.1 “Bulk Compost for DISTRICT”, p. 56
3. Per meeting between WMAC and the District on April 27, 2009, Form 1 shall include Additional Backyard and Curbside Compostables and Recycling Carts at \$11.37 each in addition to the existing Additional Backyard and Curbside Garbage (MSW) cart. Form 1 shall note regarding Additional Backyard Cart rates, ***“These rates apply to customers who have Backyard Subscription Service.”***
  - a. Form 1, “SFD Cart Collection”, p. 99
4. Per meeting between WMAC and the District on April 16, 2009, Form 1 shall include a rate for MSW-exempt customers at \$7.37. Customers must complete the Exemption Form and be approved by WMAC. Customers will still receive weekly Recycling and Compostables services.
  - a. Form 1, “SFD Cart Collection”, p. 99

5. Per meeting between WMAC and the District on April 27, 2009, Form 1 shall indicate that the rate for the Additional Cart Exchange shall be for "*Each additional **occurrence***" which replaces the language, "~~Each additional cart/occurrence.~~"
  - a. *Form 1, "SFD Cart Collection", p. 99*
6. Per meeting between WMAC and the District on April 27, 2009, Form 1 shall indicate that the rate for the Additional Cart Replacement shall be for "*Each additional **cart***" which replaces the language, "~~Each additional cart/occurrence.~~"
  - a. *Form 1, "SFD Cart Collection", p. 99*
7. Per meeting between WMAC and the District on April 27, 2009, Form 1 shall specify that the rate for additional Bulky Goods Collection shall be "*Total Additional Bulky Goods Collection **Yardage greater than 7 cubic yards.***"
  - a. *Form 1, "SFD Cart Collection", p. 99*
8. Per meeting between WMAC and the District on April 27, 2009, all Forms shall specify that Tip Fees "*(**Do not include Franchise Fees.**)*"
  - a. *Form 1, "SFD Cart Collection", p. 99*
  - b. *Form 2, "MFD Collection Service", p. 104*
  - c. *Form 2, "MFD Compostables Collection Service", pp. 110, 111*
  - d. *Form 3, "Business MSW Collection Service", p. 117*
  - e. *Form 5, "Business Compostables Collection Service", pp. 125, 126*
  - f. *Form 6, "Construction and Demolition Debris Collection Service" p. 128*
9. Per meeting between WMAC and the District on April 16 and 27, 2009, Form 2 shall indicate the following regarding MFD Collection Service rates for cart sizes 20, 32, 64, and 96 gallons, "*Collection Service rates include an equivalent amount of Recycling Service capacity **and Compostables Service capacity.***" Customers may elect to increase Recycling and Compostables cart sizes to 96 gallons. Form 3 shall indicate the following regarding Business MSW Collection Service for cart sizes 20, 32, 64, and 96 gallons, "*Collection Service rates include an equivalent amount of Recycling Service capacity **and No Compostables Service capacity.***" Forms 2 and 3 shall also indicate that 1-3 cubic yard bins do not include Compostables Services capacity, "*Collection Service rates include an equivalent amount of Recycling Service capacity **and No Compostables Service capacity.***" Forms 2 and 3 shall also indicate that 4-7 cubic yard bins, 6-40 cubic yard boxes, and all size Compactor boxes do not include either Recycling Service capacity or Compostables Service capacity, "*[4] CY [Bin] Collection Service rates do not include Recycling Services **or Compostables Services.***"
  - a. *Form 2, "MFD Cart Collection", pp. 101, 102, 103*
  - b. *Form 3, "Business MSW Collection Service, pp. 114, 115, 116*
10. Per meeting between WMAC and the District on April 27, 2009, Form 2 shall include a 7 cubic yard bin in addition to the existing 1-6 cubic yard bins.

- a. *Form 2, "MFD Collection Service", p. 102*
11. Per meeting between WMAC and the District on April 16 and 27, 2009, Form 2 shall include 6 cubic yard and 14 cubic yard boxes in replacement of a 10 cubic yard box. Form 2 shall also include 30, 40, and Other Size cubic yard Compactor boxes in addition to the existing 20 cubic yard Compactor box.
  - a. *Form 2, "MFD Collection Service", p. 103*
12. Per meeting between WMAC and the District on April 27, 2009, Footnote 1 on Forms 2 and 3 shall indicate that "**All compacted and non-compacted box** pull rates consist of collection rates and franchise fees only..." which replaces the language, "~~All box and compactor~~ pull rates consist of collection rates and franchise fees only..."
  - a. *Form 2, "MFD Collection Service", p. 103*
  - b. *Form 2, "MFD Compostables Collection Service", p. 112*
  - c. *Form 3, "Business MSW Collection Service", p. 116*
13. Per meeting between WMAC and the District on April 16 and 27, 2009, Article B1 on Forms 2, 3, 4, and 5 shall read, "*Per Bin per Month **per Collection Frequency.***" Article B2 on Forms 2, 3, 4, and 5 shall read, "*Total per Cleaning **per Cart or Bin***", and "*6+ CY Bin Size*" and rates B1-B8 have been adjusted down to include the franchise fee in the overall fee.
  - a. *Form 2, "MFD Collection Service", p. 104*
  - b. *Form 2, "MFD Recycling Collection Service", p. 108*
  - c. *Form 3, "Business MSW Collection Service", p. 117*
  - d. *Form 4, "Business Recycling Collection Service", p. 121*
  - e. *Form 5, "Business Compostables Collection Service", p. 126*
14. Per meeting between WMAC and the District on April 27, 2009, it shall be noted that the Weight Per Cubic Yard Conversion Factor is in pounds (lbs).
  - a. *Form 2, "MFD Collection Service", p. 104*
  - b. *Form 3, "Business MSW Collection Service", p. 117*
  - c. *Form 5, "Business Compostables Collection Service", p. 126*
15. Per meeting between WMAC and the District on April 27, 2009, Footnote 1 on Form 2 shall indicate that "**All Recycling Bin rates are collection rates and franchise fees only. There are no disposal or processing fees for these services. The total customer rate will be the total of the collection charge and the franchise fee.**"
  - a. *Form 2, "MFD Recycling Collection Service", p. 106*
16. Per meeting between WMAC and the District on April 27, 2009, Footnote 1 on Form 2 shall indicate that "**All Bin and Non-Compacted and Compacted Box rates** are collection rates and franchise fees only..." which replaces the language, "~~All recycling box and compactor~~ rates are collection rates and franchise fees only..."
  - a. *Form 2, "MFD Recycling Collection Service", p. 107*

17. Per meeting between WMAC and the District on April 16 and 27, 2009, Form 2 shall not include a 10 cubic yard box. Form 2 shall include 30, 40, and Other Size cubic yard Compactor boxes in addition to the existing 20 cubic yard Compactor box.
  - a. *Form 2, "MFD Recycling Collection Service", p. 107*
18. Per meeting between WMAC and the District on April 27, 2009, Forms 2B and 4B shall include Additional Cart Exchange and Additional Cart Replacement.
  - a. *Form 2, "MFD Recycling Collection Service", p. 108*
  - b. *Form 4, "Business Recycling Collection Service", p. 121*
19. Per meeting between WMAC and the District on April 16 and 27, 2009, Article B on Form 2 shall read, "Additional Services" and rates B1-B7 have been adjusted down to include the franchise fee in the overall fee.
  - a. *Form 2, "MFD Recycling Collection Service", p. 108*
20. Per meeting between WMAC and the District on April 27, 2009, Form 2 shall include a 7 cubic yard bin in addition to the existing 1-6 cubic yard bins.
  - a. *Form 2, "MFD Compostables Collection Service", p. 111*
21. Per email correspondence between WMAC and the District on April 30, 2009, the *MFD Composting Charge Per Ton (Do not include Franchise Fees)* shall read **\$87.19**, which replaces ~~\$54.49~~. The fees were previously calculated in Errata No. 1 using the \$87.19 per ton fee, but the charge shown at the bottom was not updated.
  - a. *Form 2, "MFD Compostables Collection Service", p. 111*
22. Per meeting between WMAC and the District on April 16 and 27, 2009, Form 2 shall include 6 cubic yard and 14 cubic yard boxes in replacement of a 10 cubic yard box. Form 2 shall also include 30, 40, and Other Size cubic yard Compactor boxes in addition to the existing 20 cubic yard Compactor box.
  - a. *Form 2, "MFD Compostables Collection Service", p. 112*
23. Per phone discussion between WMAC and the District on April 30, 2009, Form 2 shall include B. *Additional Services*, and C. *Tip Fee and Generation Factors*.
  - a. *Form 2, "MFD Compostables Collection Service", p. 113*
24. Per meeting between WMAC and the District on April 16 and 27, 2009, Form 3 shall include a 7 cubic yard bin in addition to the existing 1-6 cubic yard bins.
  - a. *Form 3, "Business Collection Service", p. 115*
25. Per meeting between WMAC and the District on April 16 and 27, 2009, Form 3 shall include 6 cubic yard and 14 cubic yard boxes in replacement of a 10 cubic yard box. Form 3 shall also include 30, 40, and Other Size cubic yard Compactor boxes in addition to the existing 20 cubic yard Compactor box.

- a. *Form 3, "Business Collection Service", p. 116*
26. Per meeting between WMAC and the District on April 16 and 27, 2009, Article B on Form 3 shall read, *"Additional Services"* and rates B1-B8 have been adjusted down to include the franchise fee in the overall fee.
  - a. *Form 3, "Business Collection Service", p. 117*
27. Per meeting between WMAC and the District on April 27, 2009, Footnote 1 on Forms 4, 5, and 6 shall indicate that *"All **Non-Compacted and Compacted** pull rates consist of collection rates and franchise fees only..."* which replaces the language, *"~~All box and compactor~~ pull rates are collection rates and franchise fees only..."*
  - a. *Form 4, "Business Recycling Collection Service", p 120*
  - b. *Form 5, "Business Compostables Collection Service", p 125*
  - c. *Form 6, "Construction and Demolition Debris Collection Service", p 128*
28. Per meeting between WMAC and the District on April 16 and 27, 2009, Form 4 shall include a 7 cubic yard box and no 10 cubic yard box.
  - a. *Form 4, "Business Recycling Collection Service", p. 120*
29. Per meeting between WMAC and the District on April 16 and 27, 2009, Article B on Form 4 shall read, *"Additional Services"* and rates B1-B7 have been adjusted down to include the franchise fee in the overall fee.
  - a. *Form 4, "Business Recycling Collection Service", p. 121*
30. Per meeting between WMAC and the District on April 16 and 27, 2009, Form 5 shall include a 7 cubic yard bin in addition to the existing 1-6 cubic yard bins.
  - a. *Form 4, "Business Compostables Collection Service", p. 124*
31. Per meeting between WMAC and the District on April 16 and 27, 2009, Form 5 shall include 6 cubic yard and 14 cubic yard boxes in replacement of a 10 cubic yard box. Form 5 shall also include 30, 40, and Other Size cubic yard Compactor boxes in addition to the existing 20 cubic yard Compactor box.
  - a. *Form 5, "Business Compostables Collection Service", p. 125*
32. Per meeting between WMAC and the District on April 16 and 27, 2009, Article B on Form 5 shall read, *"Additional Services"* and rates B1-B7 have been adjusted down to include the franchise fee in the overall fee.
  - a. *Form 5, "Business Compostables Collection Service", p. 126*
33. Per meeting between WMAC and the District on April 16 and 27, 2009, Form 6 shall include 6 cubic yard and 14 cubic yard boxes in replacement of a 10 cubic yard box. Form 6 shall also include 30, 40, and Other Size cubic yard Compactors in addition to the existing 20 cubic yard Compactor.

- a. *Form 6, "Construction and Demolition Debris Collection Service", p. 128*
34. Per meeting between WMAC and the District on April 27, 2009, Form 9 shall indicate that Roll Off Demurrage Fees apply "(After 7 **Business Days**)".
- a. *Form 9, "Ancillary Fees", p. 130*
35. Per meeting between WMAC and the District on April 16 and 27, 2009, Form 9 shall include a rate for Supplementary Recycling capacity per gallon at \$0.25 per gallon.
- a. *Form 9, "Ancillary Fees", p. 130*
36. Per meeting between WMAC and the District on April 16 and 27, 2009, Form 9 shall include a rate for Supplementary Recycling capacity per cubic yard for customers with 1-3 cubic yard bins at \$40.00 per cubic yard.
- a. *Form 9, "Ancillary Fees", p. 130*
37. Per meeting between WMAC and the District on April 27, 2009, Form 9 shall include a rate for MSW, Recycling (except OCC), and Compostables overages for all SFD, MFD, and Business Cart Customers per gallon at \$0.25 per gallon.
- a. *Form 9, "Ancillary Fees", p. 130*
38. Per meeting between WMAC and the District on April 27, 2009, Form 9 shall include a rate for MSW, Recycling, and Compostables overages for all Bin Customers per cubic yard at \$40.00 per cubic yard.
- a. *Form 9, "Ancillary Fees", p. 130*
39. Per meeting between WMAC and the District on April 16 and 27, 2009, Form 9 shall include a rate for Extra Collection (normal collection day) at the equivalent weekly rate multiplied by 110% of the standard charge (monthly rate/4.33 x 1.1%).
- a. *Form 9, "Ancillary Fees", p. 130*
40. Per meeting between WMAC and the District on April 16 and 27, 2009, Form 9 shall include a rate for Special Collection (other than normal collection day) at the equivalent weekly rate multiplied by 125% of the standard charge (monthly rate/4.33 x 1.25%).
- a. *Form 9, "Ancillary Fees", p. 130*
41. *[Updated July 20, 2009]* Per meeting between WMAC and the District on April 16 and 27, 2009, Form 9 shall include a rate for MFD and Business front load compactor bins at 2 times the approved front load bin uncompacted disposal rate plus the franchise fee percentage on the additional disposal charge.
- a. *Form 9, "Ancillary Fees", p. 130*
42. Per meeting between WMAC and the District on April 16 and 27, 2009, Form 9 shall include a No Charge (\$0.00) rate for Cardboard (OCC) Overage for all SFD, MFD, and Business Cart Customers.

- a. *Form 9, "Ancillary Fees", p. 130*
- 43. Per meeting between WMAC and the District on April 27, 2009, Form 9 shall include a Wash Out of a Roll Off Box at time of service rate at \$200.00 per Cleaning.
  - a. *Form 9, "Ancillary Fees", p. 130*
- 44. Per meeting between WMAC and the District on April 27, 2009, Form 9 shall include a Wash Out of a Roll Off Compactor at time of service rate at \$250.00 per Cleaning.
  - a. *Form 9, "Ancillary Fees", p. 130*
- 45. Per meeting between WMAC and the District on April 27, 2009, Form 9 shall include a Steam Cleaning of a Roll Off Box at time of service rate at \$300.00 per Cleaning.
  - a. *Form 9, "Ancillary Fees", p. 130*
- 46. Per meeting between WMAC and the District on April 27, 2009, Form 9 shall include a Steam Cleaning of a Roll Off Compactor at time of service rate at \$350.00 per Cleaning.
  - a. *Form 9, "Ancillary Fees", p. 130*
- 47. Per meeting between WMAC and the District on April 27, 2009, Form 9 shall include a Special 4 cubic yard bin Handi Hauler delivered on site including disposal and franchise fees rate at \$200.00 per Occurrence.
  - a. *Form 9, "Ancillary Fees", p. 130*
- 48. Per meeting between WMAC and the District on April 27, 2009, Form 9 shall include a Contractor's Job Truck rate at \$195.00 per hour plus Disposal at \$50.00 per cubic yard.
  - a. *Form 9, "Ancillary Fees", p. 130*
- 49. *[Updated July 20, 2009]* Per phone and email communication between WMAC and the District on May 1-5, 2009 and following the site visit conducted May 14, 2009, the definition of 1.22 *Composting Facility* shall read as follows: *Any facility designated by CONTRACTOR and approved by the DISTRICT for the receipt, processing and Composting of Compostable Materials Collected under this Agreement. The Grover composting facility located at 3401 Gaffery Road, Vernalis, California has been designated by the CONTRACTOR as a Composting Facility and approved by the DISTRICT pursuant to this Agreement. **The Z-Best composting facility located at 980 SR-25, Gilroy, California has been designated by the CONTRACTOR as a Composting Facility and approved by the DISTRICT for the processing of Business and MFD Compostables serviced in bins or boxes pursuant to this Agreement.***

Business and MFD Compostables serviced in carts shall be processed at the Grover composting facility, and Business and MFD Compostables serviced in bins or boxes shall be processed at the Z-Best composting facility. The processing portion of the rates shall correlate with the processing fees of each designated facility.

- a. *Form 2, "MFD Compostables Collection Service", p. 110*

b. *Form 2, "Business Compostables Collection Service", p. 123*

*[Updated July 20, 2009]*

Cc: Mr. Anthony Varni, Attorney at Law  
WMAC – R. Angell, D. Tucker, D. Horn  
R3 – R. Hutchinson  
StopWaste.Org – T. Padia  
CVSD – R. Williams, File



**MEMORANDUM TO:** Board of Directors  
**FROM:** Naomi Lue, Solid Waste Coordinator  
**SUBJECT:** WMAC Collection Service Agreement dated May 1, 2009 Errata No. 2  
**DATE:** May 1, 2009

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Attached please find updated changes to the Collection Service Agreement, executed between Castro Valley Sanitary District and Waste Management of Alameda County, Inc. (WMAC) dated May 1, 2009. These pages will replace pages 98-130; please insert these pages into your copy of the agreement.

Thank your for your cooperation with updating this Franchise Agreement.

*[Updated July 20, 2009]*

#### Attachments

Cc: Mr. Anthony Varni, Attorney at Law  
WMAC – R. Angell, D. Tucker, D. Horn  
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**MEMORANDUM TO:** Board of Directors  
**FROM:** Naomi Lue, Solid Waste Coordinator  
**SUBJECT:** WMAC Collection Service Agreement dated May 1, 2009 Addendum No. 3  
**DATE:** April 28, 2010

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The following are changes to the Collection Service Agreement, executed between Castro Valley Sanitary District and Waste Management of Alameda County, Inc. (WMAC) dated May 1, 2009. Please note that affected Article Numbers of the Collection Service Agreement below are not exhaustive, but used for general reference.

### Addendum No. 3

1. Per email communication between WMAC and the District on January 22, February 8, and February 16, 2010, the definition of *1.20 Compostable Materials* shall read as follows, "*Food Waste, Green Waste, soiled paper, **manure and feces from vegetarian animals**, and those materials designated from time to time in DISTRICT Legislation...*"
  - a. Article 1, "Definitions", 1.20 "Compostable Materials", p. 4
  
2. Per letter from WMAC dated January 13, 2010, meeting between WMAC and the District on January 20, 2010, and Receipt and Approval of a Change in Composting Facility dated January 26, 2010, the definition of *1.22 Composting Facility* shall revised from Addendum 2 to read as follows: *Any facility designated by CONTRACTOR and approved by the DISTRICT for the receipt, processing and Composting of Compostable Materials Collected under this Agreement. The Grover composting facility located at 3401 Gaffery Road, Vernalis, California has been designated by the CONTRACTOR as a Composting Facility and approved by the DISTRICT pursuant to this Agreement. ~~The Z-Best composting facility located at 980 SR-25, Gilroy, California has been designated by the CONTRACTOR as a Composting Facility and approved by the DISTRICT for the processing of Business and MFD Compostables serviced in bins or boxes pursuant to this Agreement.~~*
  - a. Article 1, "Definitions", 1.22 "Composting Facility", p. 4

Business and MFD Compostables serviced in carts, bins, or boxes shall be processed at the Grover composting facility. The processing portion of the rates shall correlate with the processing fees of the Grover composting facility.

  - b. Form 2, "MFD Compostables Collection Service", p. 110
  - c. Form 2, "Business Compostables Collection Service", p. 123
  
3. Per letter from WMAC dated January 13, 2010, meeting between WMAC and the District on January 20, 2010, and Receipt and Approval of a Change in Composting Facility dated January 26, 2010, Article 9.01.2 shall include, "**Organic Materials that**

**are contained in clear plastic bags or biodegradable/compostable bags shall be considered properly containerized."**

- a. Article 9, "Business Collection Services", 9.01.2 "Business Organic Collection Services", p. 34
4. Per email communication between WMAC and the District between March 18 - April 22, 2010, Article 12.06 shall include, "**CONTRACTOR shall be responsible for collection of payment from Customers or property owners with past due accounts ("bad debt"). CONTRACTOR shall make reasonable efforts to obtain payment from delinquent accounts through issuance of late payment notices, late fees at one and one-half (1.5%) percent per month on balances thirty (30) days past due after billing for Commercial and Roll Off accounts ("Commercial Finance Charge"), and forty-five (45) days past due for Residential accounts ("Residential Finance Charge"), and providing written notice that the account is overdue, telephone requests for payments, and assistance from collection agencies."**
    - a. Article 12, "Billing and Payment", 12.06 "Delinquent Service Accounts", p. 42
    - b. Form 9, "Ancillary Fees", p. 130
  5. Per meeting between WMAC and the District on March 17, 2010, Article 13.01 shall include, "**The annual diversion rate will be submitted as raw data and an accompanying graph with the Annual Report, as detailed in Article 22.05."**
    - a. Article 13, "Diversion Requirements", 13.01 "Minimum Requirements", p. 51
    - b. Article 22, "Recordkeeping, Inspections, and Reporting", 22.05 "Annual Reports", p. 67
  6. Per meetings between WMAC and the District on March 17 and April 14, 2010, Article 18.01.4 *Field Trips to the Davis Street Facility* shall read as follows: "**CONTRACTOR shall upon reasonable request by DISTRICT provide the opportunity for up to two (2) tours per year of the Davis Street Facility for all pre-registered residents and fifth grade students attending public or private school in DISTRICT. DISTRICT may request up to two (2) additional tours per year depending on interest from the community. DISTRICT shall make the registration list of residential adult names and corresponding registration information available to CONTRACTOR prior to the tour(s) being conducted. CONTRACTOR may raise concerns with registered adults representing competing organizations. Concerns shall be reviewed by DISTRICT and a determination made with CONTRACTOR prior to the tour(s) being conducted. CONTRACTOR shall provide for the cost of bus transportation of residents and students and the provision of trained staff to lead the tours of the facility. CONTRACTOR shall supply sufficiently trained staff to adequately explain the goals and operations of the Davis Street Facility and provide for the general safety of the residents, students, teachers, and staff.**"
    - a. Article 18, "Public Education Programs", 18.01.4 "Field Trips to the Davis Street Facility", p. 58

7. Per letter request from WMAC dated April 12, 2010, Form 9 shall include a **Bagster Bag Collection** fee of **\$177.78** which includes Collection, Disposal, and Franchise Fees, but does not include the cost of the bag itself (to be purchased at a retail store). The bag shall hold up to 3,300 lbs of various materials, including Green Waste, Construction and Demolition Debris, Recyclables, or other Bulky Goods, with the exception of Hazardous Waste and Liquid Wastes. Guidelines for service are detailed in the letter request and shall be modified by letter request from WMAC and approval by the District.
  - a. *Form 9, "Ancillary Fees", p. 130*

Cc: Mr. Anthony Varni, Attorney at Law  
WMAC – R. Angell, D. Tucker, D. Horn, J. Silva  
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**MEMORANDUM TO:** Board of Directors  
**FROM:** Naomi Lue, Solid Waste Coordinator  
**SUBJECT:** WMAC Collection Service Agreement dated May 1, 2009 Errata No. 3  
**DATE:** April 28, 2010

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**MEMORANDUM TO:** Board of Directors  
**FROM:** Naomi Lue, Solid Waste Supervisor  
**SUBJECT:** WMAC Collection Service Agreement dated May 1, 2009 Amendment No. 4  
**DATE:** April 6, 2011

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The following are changes to the Collection Service Agreement, executed between Castro Valley Sanitary District and Waste Management of Alameda County, Inc. (WMAC) dated May 1, 2009. Please note that affected Article Numbers of the Collection Service Agreement below are not exhaustive, but used for general reference.

#### **Contract Amendment No. 4**

1. Per email communication between WMAC and the District February 24-25, and March 21, 2011 and meeting on March 16, 2011, *Article 7.09.3 Non-Collection* regarding Bulky Goods Collection Service shall include a description for oversized yard trimmings or wood that is not properly bundled and items that pose a potential safety risk. The section shall also indicate that WMAC will return at no charge to collect Bulky Goods that have been restacked in a safe and/or stable manner. *Article 7.09.3 Non-Collection* shall read as follows, “*In the event of non-collection CONTRACTOR shall affix to the item a Non-Collection Notice explaining why Collection was not made and how the item may be properly disposed of or that the set out requires a restacking in a stable/safe manner, see Section 7.09.3.7, so that CONTRACTOR shall return at no charge to collect, and shall maintain a copy of such notice during the term of this agreement. CONTRACTOR shall not be required to Collect the following items as part of Bulky Goods Collection Service:*

...

*7.09.3.4 dirt; or,*

*7.09.3.5 more than four (4) tires from any SFD Customer per Collection; or,*

***7.09.3.6 clean, unpainted wood that is not tied/bundled or in excess of four (4) feet in length or doors/painted wood that is not tied/bundled or in excess of six (6) feet in length; or***

***7.09.3.7 items that pose a potential safety risk to CONTRACTOR’s collection staff, or potential property damage, and CONTRACTOR is unable to mitigate these risks by alternative collection methods or safe handling procedures, including but not limited to otherwise acceptable items that are stacked in an unstable/unsafe manner whereby removing an item would cause items to fall against person and/or property.”***

a. *Article 7, “SFD Collection Services”, 7.09.3 “Non-Collection”, p. 30*

2. Per meeting between WMAC and the District on February 15, 2011, *Article 14.03 Contractor Audit of Routes* shall be amended to move forward the proposed description and work plan, and shall read as follows, “*CONTRACTOR shall submit a description of the scope of the audit and the audit work plan for DISTRICT approval no later than October 1, 2010, and ~~October 1<sup>st</sup>~~ February 1<sup>st</sup> of each succeeding two (year) period.*” February 1, 2013 for the written report due April 30, 2013 shall be the first amended date that the description and work plan are due.
  - a. *Article 14, “Collection Routes”, 14.03 “CONTRACTOR Audit of Routes”, p. 52*
  
3. Per email communication between WMAC and the District September 20 – October 8, 2010, the rate for Commercial MSW-exempt customers shall be the same as the Supplementary Recycling Capacity per Gallon rate as listed in Form 9, Ancillary Fees. Using the \$.30 per gallon rate effective July 1, 2011, the rate for a Commercial MSW-exempt customer shall be \$9.60 which includes one (1) 32-gallon Recycling cart serviced one time per week or \$19.20 which includes one (1) 64-gallon Recycling cart serviced one time per week. Form 3 shall include a rate for Commercial MSW-exempt customers. Customers must complete the Commercial Exemption Form and be approved by WMAC. Customers will still receive weekly Recycling services.
  - a. *Form 3, “Business MSW Collection Service”, p. 117*
  
4. Per email communication between WMAC and the District October 22-28, 2010, the *Lock Fee – Bin or Enclosure* shall reflect the times per week that a bin or enclosure is serviced. Using the rate effective July 1, 2011, Form 9 shall read as follows, “Greater of \$29.90 per Month per Enclosure **per service occurrence** or \$11.96 per Month per Bin **per service occurrence**”
  - a. *Form 9, “Ancillary Fees”, p. 130*

Cc: Mr. Anthony Varni, Attorney at Law  
WMAC – R. Angell, D. Tucker, D. Horn, J. Silva  
R3 – R. Hutchinson  
StopWaste.Org – T. Padia  
CVSan – R. Williams, File



**MEMORANDUM TO:** Board of Directors

**FROM:** Naomi Lue, Solid Waste Supervisor

**SUBJECT:** WMAC Collection Service Agreement dated May 1, 2009 Rate Amendment No. 4 effective July 1, 2011

**DATE:** April 6, 2011

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Attached please find updated changes to the Collection Service Agreement, executed between Castro Valley Sanitary District and Waste Management of Alameda County, Inc. (WMAC) dated May 1, 2009. These pages will replace pages 98-130; please insert these pages into your copy of the agreement.

Thank your for your cooperation with updating this Franchise Agreement.

Attachments

Cc: Mr. Anthony Varni, Attorney at Law  
WMAC – R. Angell, D. Tucker, D. Horn, J. Silva  
R3 – R. Hutchinson  
StopWaste.Org – T. Padia  
CVSan – R. Williams, File



**MEMORANDUM TO:** Board of Directors

**FROM:** Naomi Lue, Solid Waste Supervisor 

**SUBJECT:** WMAC Collection Service Agreement dated May 1, 2009 Amendment No. 5

**DATE:** March 15, 2012

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The following are changes to the Collection Service Agreement, executed between Castro Valley Sanitary District and Waste Management of Alameda County, Inc. (WMAC) dated May 1, 2009. Please note that affected Article Numbers of the Collection Service Agreement below are not exhaustive, but used for general reference.

### **Contract Amendment No. 5**

1. Per letter from WMAC dated January 30, 2012, letter from CVSan dated February 15, 2012, meeting between WMAC and CVSan on January 10, 2012 and February 15, 2012, Facility Tour on February 17, 2012, and letter from WMAC dated February 21, 2012, the definition of 1.22 *Composting Facility* shall be revised from Addendum 3 to read as follows: *Any facility designated by CONTRACTOR and approved by the DISTRICT for the receipt, processing and Composting of Compostable Materials Collected under this Agreement. The Grover composting facility located at 3401 Gaffery Road, Vernalis, California has been designated by the CONTRACTOR as a Composting Facility and approved by the DISTRICT pursuant to this Agreement. **The Redwood Landfill and Recycling Center located at 8950 Redwood Highway, Novato, California 94945 has been designated by the CONTRACTOR as a Composting Facility for up to 10% of Residential Compostables and approved by the DISTRICT pursuant to this Agreement.***
  - a. Article 1, "Definitions", 1.22 "Composting Facility", p. 4

2. Per Solid Waste Committee recommendation May 7, 2010, subsequent meetings and follow up, and letter from CVSan dated February 24, 2012, the Multi-Family Dwelling (MFD) Waste Oil and Filter Collection Services shall be eliminated from the Collection Agreement. The following sections shall be deleted: 8.03 *Waste Oil and Filter Collection Service*, 8.03.1 *Conditions of Service*, 8.03.2 *Frequency of Service*, 8.03.3 *Non-Collection*, 8.03.4 *Spillage*, 8.03.5 *Waste Oil and Waste Oil Filter Containers*, and 8.03.5.1:

~~8.03 *Waste Oil and Filter Collection Service.* This service will be governed by the following terms and conditions:~~

~~8.03.1 *Conditions of Service.* The CONTRACTOR shall provide Waste Oil Collection Service to all participating MFD Complexes in the Service Area utilizing Waste Oil Containers for the accumulation and set out of their Waste Oil, and Waste Oil Filter Containers for~~

~~the accumulation and set out of their Waste Oil Filters. Waste Oil Containers and Waste Oil Filter Containers shall be placed in a collection box at a location that has been agreed to by the CONTRACTOR, and management of the MFD complex that will provide safe and efficient accessibility to the CONTRACTOR'S Collection crew and vehicle.~~

~~8.03.2 Frequency of Service. This service shall be provided once every week on a scheduled route basis on the same Work Day as MFD MSW or Recycling Collection Service. However, in those instances where the scheduled Collection day falls on a holiday as set forth in Section 6.08 herein, the Collection day may be adjusted in a manner agreed to between the MFD Complex management and the CONTRACTOR as long as service is received a minimum of one (1) time per week.~~

~~8.03.3 Non-Collection. CONTRACTOR shall not be required to Collect material placed in Waste Oil or Waste Oil Filter Containers unless the material is Waste Oil or Waste Oil Filters, as appropriate, and is free of contamination other than contamination normally expected to be present as a result of the use, storage or spillage of the oil or filter. In the event of non-collection, CONTRACTOR shall affix to the Waste Oil or Waste Oil Filter Container a Non-Collection Notice explaining why Collection was not made. Prior to the end of the Work Day, CONTRACTOR shall notify the Contract Administrator, either by Fax or e-mail, of any non-collection occurrences. If non-collection is because the Waste Oil or Filter was placed in an improper container, CONTRACTOR shall also leave Waste Oil or Waste Oil Filter Containers in a number sufficient to contain the Waste Oil or Waste Oil Filters set out, but not exceeding sixteen (16) quarts, or two (2) Waste Oil Filters per Dwelling Unit, along with the Non-Collection Notice.~~

~~8.03.4 Spillage. CONTRACTOR shall carry oil absorbent material on all Waste Oil Collection vehicles and shall cleanup any Waste Oil that spills during Collection, which has leaked from the Waste Oil or Waste Oil Filter Container, or which spills or leaks during the time the Waste Oil or Waste Oil Filter is in the Collection vehicle.~~

~~8.03.5 Waste Oil and Waste Oil Filter Containers. Within three (3) Work Days of receipt of request for Waste Oil Collection Services, CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, provide the Service Recipient or management of the MFD Service Unit with a sufficient number of collection boxes for the storage of Waste Oil and Waste Oil Filters. Each collection box shall contain six (6) Waste Oil Containers, six (6) Waste Oil Filter Containers, and six (6) oil funnels. If requested by the DISTRICT, the CONTRACTOR shall distribute oil funnels provided by the DISTRICT.~~

~~8.03.5.1 At the time CONTRACTOR Collects Waste Oil from a MFD complex, CONTRACTOR shall, at CONTRACTOR'S~~

~~sole cost and expense, leave at the complex one (1) Waste Oil Container for each Waste Oil Container Collected and one (1) Waste Oil Filter Container for each Waste Oil Filter Container Collected. CONTRACTOR shall keep the outside of all Waste Oil and Waste Oil filter Containers clean and may re-use the containers until the condition of the container makes it inappropriate for re-use.~~

- a. Article 8, "MFD Collection Services", 8.03 "Waste Oil and Filter Collection Service", 8.03.1 "Conditions of Service", 8.03.2 "Frequency of Service", 8.03.3 "Non-Collection", 8.03.4 "Spillage", 8.03.5 "Waste Oil and Waste Oil Filter Containers", and 8.03.5.1, pp. 33-34
3. Per email communication between WMAC and CVSan January 31, 2011 and February 13-15, 2012, and meeting between WMAC and CVSan on January 10, 2012, Articles 17.03 and 17.03.1 shall also include soil from the Davis Street Garden Center and Redwood Landfill and Recycling Center in addition to bulk and bagged compost and mulch.

To supplement the current calculation methodology that WMAC and CVSan use to calculate cubic yards available each calendar year based on the prior year's tonnages of residential compostables collected, WMAC and CVSan shall agree upon the market rate per yard of finished high-quality compost (i.e. WM EarthCare Homegrown Compost) and multiply the rate per cubic yard available each calendar year to determine a total value of product available. Upon request from CVSan for other products offered, such as compost, mulch, soil, etc., WMAC shall provide the market rates for calculation using the same methodology. The value of materials provided by WMAC shall be deducted from the calendar year's total value based on finished high-quality compost.

Article 17.03 shall be revised from Addendum 2 to read as follows: *CONTRACTOR shall make available up to five percent (5%) of the compost, **mulch, and soil** product (based on the weight of Compostable Material Collected) to the DISTRICT in the following categories: (i) bulk compost, **mulch, and soil** for use in ~~DISTRICT~~ parks in **the DISTRICT** and DISTRICT facilities; (ii) bagged compost for distribution to DISTRICT residents; and (iii) bulk compost, **mulch, and soil, and bagged compost** for use as directed by DISTRICT.*

Article 17.03.1 shall be revised from Addendum 2 to read as follows: *CONTRACTOR shall make available to DISTRICT bulk compost, **mulch, and soil** for use in ~~DISTRICT~~ parks in **the DISTRICT** and **DISTRICT** facilities or such other places as may be directed by DISTRICT. DISTRICT will notify CONTRACTOR as to the DISTRICT'S needs for delivery of finished compost, **mulch, and soil** throughout the calendar year. CONTRACTOR shall deliver compost, **mulch, and soil** upon request of DISTRICT at no additional cost to DISTRICT. If DISTRICT does not take delivery of compost, **mulch, or soil** made available by CONTRACTOR within thirty (30) days of the end of the calendar year, CONTRACTOR'S obligation to deliver said compost,*

***mulch, and soil*** for said calendar year shall be deemed to be satisfied.

Article 17.03.2 shall reflect that WMAC and CVSan have agreed upon two (2) compost give-back events as a component of the two (2) annual Collection Events. Article 17.03.2 shall be revised to read as follows: *CONTRACTOR shall make available pre-bagged compost for distribution at ~~one (1)~~ two (2) recurring annual compost give-back events within the jurisdictional limits of the DISTRICT...*

a. Article 17, "Other Services", 17.03 "Compost & Mulch Give-Back", 17.03.1 "Bulk Compost for DISTRICT", and 17.03.2 "Compost for DISTRICT Residents" p. 56

4. Per meetings between WMAC and CVSan on January 25, 2012 and January 31, 2012, the Additional Rate for Monthly SFD Backyard Collection Service shall be the same for all MSW cart sizes. Form 1 shall reflect a reduction in the rate for the 64-gallon and 96-gallon MSW cart sizes.

a. Form 1, "SFD Cart Collection", p. 99

Cc: Mr. Anthony Varni, Attorney at Law  
WMAC – R. Angell, D. Tucker, D. Horn, J. Silva  
R3 – R. Hutchinson  
StopWaste.Org – T. Padia  
CVSan – R. Williams, File



**MEMORANDUM TO:** Board of Directors  
**FROM:** Naomi Lue, Solid Waste Supervisor  
**SUBJECT:** WMAC Collection Service Agreement dated May 1, 2009 Amendment No. 6  
**DATE:** May 10, 2013

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The following are changes to the Collection Service Agreement, executed between Castro Valley Sanitary District and Waste Management of Alameda County, Inc. (WMAC) dated May 1, 2009. Please note that affected Article Numbers of the Collection Service Agreement below are not exhaustive, but used for general reference.

### **Contract Amendment No. 6**

1. Per meetings between CVSan and WMAC on December 19, 2012, January 14, 2013, and January 23, 2013, phone conversation between CVSan and WMAC on February 21, 2013, and Solid Waste Committee discussion February 21, 2013, DISTRICT Clean-Up Service shall be modified in the Collection Agreement. The following sections shall be modified: 1.38 DISTRICT Clean-Up Service, 10.03 DISTRICT Clean-Up Services, and 10.03.1.

The redirection of the value of these reduced services [\$14,000.00 total for six (6) years, July 1, 2013 – April 30, 2019] shall be agreed upon by CVSan and WMAC.

*1.38 DISTRICT Clean-up Service. The Collection of MSW, Compostable Material, Recyclable Materials, or Bulky Goods by the CONTRACTOR resulting from written or verbal requests from the DISTRICT for temporary clean-up of MSW, Compostable Material, Recyclable Materials, or Bulky Goods and the transport and delivery of the Collected materials to the appropriate facilities. Such service shall include the provision of Roll-off Containers by the CONTRACTOR and shall be limited to the equivalent of **four nine hundred eighty six** (~~480 960~~) cubic yards in any full or partial calendar year.*

*10.03 DISTRICT Clean-Up Services.*

*10.03.1 Each full or partial calendar year during the term of this Agreement year CONTRACTOR shall, at no charge to the DISTRICT, provide for a maximum of **four nine hundred eighty six** (~~480 960~~) cubic yards of DISTRICT Clean-up Service capacity. CONTRACTOR shall be entitled to charge the DISTRICT for amounts that exceed **480 960** cubic yards per full or partial calendar year in accordance with the rates specified in Exhibit 1.*

- a. *Article 1, "Definitions", 1.38 "DISTRICT Clean-Up Service", p. 6*
- b. *Article 10, "DISTRICT Collection Services", 10.03 "DISTRICT Clean-Up Services", 10.03.1, p. 37*

Cc: Mr. Anthony Varni, Attorney at Law  
WMAC – G. Lammers, D. Tucker, N. Neves  
R3 – R. Hutchinson  
StopWaste.Org – T. Padia  
CVSan – R. Williams, File



**MEMORANDUM TO:** Board of Directors

**FROM:** Naomi Lue, Solid Waste Supervisor

**SUBJECT:** WMAC Collection Service Agreement dated May 1, 2009 Rate Amendment No. 6 effective July 1, 2013

**DATE:** May 10, 2013

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### **Rate Amendment No. 6**

Attached please find updated changes to the Collection Service Agreement, executed between Castro Valley Sanitary District and Waste Management of Alameda County, Inc. (WMAC) dated May 1, 2009. This Rate Amendment effective July 1, 2013 reflects a 2.9% increase. These pages will replace pages 98-130; please insert these pages into your copy of the agreement.

Thank your for your cooperation with updating this Franchise Agreement.

#### Attachments

Cc: Mr. Anthony Varni, Attorney at Law  
WMAC – G. Lammers, D. Tucker, N. Neves  
R3 – R. Hutchinson  
StopWaste.Org – T. Padia  
CVSan – R. Williams, File



**MEMORANDUM TO:** Board of Directors

**FROM:** Naomi Lue, Solid Waste Supervisor

**SUBJECT:** WMAC Collection Service Agreement dated May 1, 2009 Amendment No. 7

**DATE:** March 27, 2014

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The following are changes to the Collection Service Agreement, executed between Castro Valley Sanitary District and Waste Management of Alameda County, Inc. (WMAC) dated May 1, 2009. Please note that affected Article Numbers of the Collection Service Agreement below are not exhaustive, but used for general reference.

### **Contract Amendment No. 7**

1. Per meeting between WMAC and CVSan on December 10, 2013, the *Lock Fee – Bin or Enclosure* shall reflect a maximum. Using the rate effective July 1, 2014, Form 9 shall read as follows, ~~“Greater of \$32.58 per Month per Enclosure per Service Occurrence or \$13.04 per Month per Bin per Service Occurrence~~ **or a Maximum of \$32.58 per Month per Enclosure”**  
*Form 9, “Ancillary Fees”, p. 130*
2. Per letter request from WMAC on January 21, 2014 and letter approval from CVSan on February 19, 2014, the Cashier’s Offices at 98<sup>th</sup> Avenue in Oakland and Main Street in Hayward may close at 1:00 p.m. on Christmas Eve (December 24<sup>th</sup>) and New Year’s Eve (December 31<sup>st</sup>). The Call Center in Oak Harbor, Washington, may close at 1:00 p.m. on Christmas Eve (December 24<sup>th</sup>) and at 3:00 p.m. on New Year’s Eve (December 31<sup>st</sup>). *Article 6.08 Holiday Service* shall read as follows, “...MFD, Business and DISTRICT Collection Services shall be adjusted as agreed between the CONTRACTOR and the Customer but must meet the minimum frequency requirement of one (1) time per week. **CONTRACTOR’s office per Article 19 shall be authorized to be open until 1:00 p.m. on Christmas Eve (December 24<sup>th</sup>) and open until 3:00 p.m. on New Year’s Eve (December 31<sup>st</sup>). CONTRACTOR’s means for customers to pay bills per Article 12.05 at 172 98th Avenue, Oakland, CA and 22770 Main Street, Hayward, CA shall be authorized to be open until 1:00 p.m. on Christmas Eve (December 24<sup>th</sup>) and on New Year’s Eve (December 31<sup>st</sup>).**

Cc: Mr. Anthony Varni, Attorney at Law  
WMAC – G. Lammers, D. Tucker, N. Neves  
R3 – R. Hutchinson  
StopWaste.Org – T. Padia  
CVSan – R. Williams, File



**MEMORANDUM TO:** Board of Directors

**FROM:** Naomi Lue, Solid Waste Supervisor

**SUBJECT:** WMAC Collection Service Agreement dated May 1, 2009 Rate Amendment No. 7 effective July 1, 2014

**DATE:** March 27, 2014

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### **Rate Amendment No. 7**

Attached please find updated changes to the Collection Service Agreement, executed between Castro Valley Sanitary District and Waste Management of Alameda County, Inc. (WMAC) dated May 1, 2009. This Rate Amendment effective July 1, 2014 reflects a 2.9% increase. These pages will replace pages 98-130; please insert these pages into your copy of the agreement.

Thank your for your cooperation with updating this Franchise Agreement.

### Attachments

Cc: Mr. Anthony Varni, Attorney at Law  
WMAC – G. Lammers, D. Tucker, N. Neves  
R3 – R. Hutchinson  
StopWaste.Org – T. Padia  
CVSan – R. Williams, File



**MEMORANDUM TO:** Board of Directors

**FROM:**

Naomi Lue, Solid Waste Supervisor

**SUBJECT:**

WMAC Collection Service Agreement  
dated May 1, 2009 Rate Amendment  
No. 8 effective July 1, 2015

**DATE:**

March 20, 2015

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### **Rate Amendment No. 8**

Attached please find updated changes to the Collection Service Agreement, executed between Castro Valley Sanitary District and Waste Management of Alameda County, Inc. (WMAC) dated May 1, 2009. This Rate Amendment effective July 1, 2015 reflects a 3.32% increase. These pages will replace pages 98-130; please insert these pages into your copy of the agreement.

Thank your for your cooperation with updating this Franchise Agreement.

*Please note that rate amendments to the Collection Service Agreement are excluding potential Canyonlands customer rates due to the ongoing annexation process, and as applicable, will be presented to the Board for consideration at a future Board meeting.*

#### **Attachments**

Cc: Mr. Anthony Varni, Attorney at Law  
WMAC – D. Tucker, N. Neves  
HF&H – R. Hutchinson  
StopWaste – T. Padia  
CVSan – R. Williams, File



**MEMORANDUM TO:** Board of Directors

**FROM:** Naomi Lue, Solid Waste Supervisor

**SUBJECT:** WMAC Collection Service Agreement dated May 1, 2009 Amendment No. 9

**DATE:** October 22, 2015

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The following are changes to the Collection Service Agreement, executed between Castro Valley Sanitary District and Waste Management of Alameda County, Inc. (WMAC) dated May 1, 2009. Please note that affected Article Numbers of the Collection Service Agreement below are not exhaustive, but used for general reference.

### **Contract Amendment No. 9**

1. Per CVSan Code, effective October 13, 2015, *Article 1. Definitions* shall reflect a revised definition for Business Compostable Collection Service and shall read as follows, “1.12 Business Compostable Collection Service. *The Collection of Compostable Materials from Business Customers in the Service Area, the delivery of the Compostable Materials to a Composting Facility and the processing and marketing of the Compostable Material.* **Canyonlands Business Customers shall not receive Business Compostable Collection Service.**”  
*Article 1, “Definitions”, p. 3*
2. Per CVSan Code, effective October 13, 2015, *Article 1. Definitions* shall reflect a revised definition and shall read as follows, “1.28 Customer. *A Generator of MSW, Recyclables, Compostable Materials, or Construction and Demolition Debris within the DISTRICT'S jurisdiction including homeowners, managers or owners or occupants of rental single-family or multi-family dwellings, and Business representatives., excluding DISTRICT residents who obtain an* **Garbage Exemption from the DISTRICT based on the resident's demonstration that he/she generates no MSW criteria on the Garbage Exemption Form shall not receive garbage (Municipal Solid Waste) collection services.**”  
*Article 1, “Definitions”, p. 5*
3. Per CVSan Code, effective October 13, 2015, *Article 1. Definitions* shall reflect a revised definition and shall read as follows, “1.53 MFD Collection Service. *MFD MSW Collection Service, MFD Recycling Collection Service, MFD Bulky Goods Serv, and MFD Compostable Materials Collection Service.* **“Canyonlands MFD Collection Service” shall mean MFD Municipal Solid Waste Collection Service,**

**and MFD Recycling Collection Service.**

Article 1, "Definitions", p. 8

4. Per CVSan Code, effective October 13, 2015, Article 1. Definitions shall reflect a revised definition and shall read as follows, "**1.70 SFD Collection Service. SFD MSW Collection Service, SFD Recycling Collection Service, SFD Compostable Materials Collection Service, SFD Bulky Goods Service and SFD Waste Oil Service. Canyonlands SFD Collection Service" shall mean SFD Municipal Solid Waste Collection Service, SFD Recycling Collection Service, and SFD Waste Oil Service.**"

Article 1, "Definitions", p. 9

5. Per CVSan Code, effective October 13, 2015, Article 1. Definitions shall reflect a new definition and shall read as follows, "**1.87 Canyonlands. An area in Unincorporated Alameda County to the northeast, east, and southeast of Castro Valley that was annexed into the DISTRICT on July 9, 2015 by the Alameda Local Agency Formation Commission for the purposes of the District providing limited solid waste services only, and not wastewater or sewer within the Canyonlands area.**"

Article 1, "Definitions", p. 11

6. Per CVSan Code, effective October 13, 2015, Article 7. SFD Collection Services shall reflect that holiday tree collection is not provided to Canyonlands Customers and shall read as follows, "**7.08 Holiday Tree Collection. CONTRACTOR shall Collect holiday trees, or similar holiday bushes from Residential Customers and schools within the DISTRICT during the two (2) week period beginning with the first Monday in January 2010 and annually thereafter during the term of this Agreement as part of the Compostable Materials services provided under this Agreement. Holiday trees shall be Collected at the curb or in the case of schools at such collection point as is agreed to between the CONTRACTOR and the school. To the extent they are properly set out, holiday trees shall be Collected on the regular Collection day for each SFD Customer during the two (2) week period. At the end of the two (2) week period during the month of January, holiday tree Disposal by Residential Customers and schools in the DISTRICT must be made in the Roll-Out Carts provided to such Customers for the Collection of Compostable Materials under this Agreement. Holiday Tree Collection services shall be provided at no additional cost to the DISTRICT or the Customer. Contractor shall not collect holiday trees from Canyonlands Customers.**"

Article 7, "SFD Collection Services", p. 29

Cc: Mr. Anthony Varni, Attorney at Law  
WMAC – D. Tucker, N. Neves  
HF&H – R. Hutchinson  
StopWaste – T. Padia  
CVSan – R. Williams, File



**MEMORANDUM TO:** Board of Directors

**FROM:** Naomi Lue, Solid Waste Supervisor

**SUBJECT:** WMAC Collection Service Agreement dated May 1, 2009 Rate Amendment No. 9 effective December 1, 2015

**DATE:** October 22, 2015

**Rate Amendment No. 9**

Below please find updated changes to the Collection Service Agreement, executed between Castro Valley Sanitary District and Waste Management of Alameda County, Inc. (WMAC) dated May 1, 2009. This Rate Amendment effective December 1, 2015 reflects the annexation of the Canyonlands into CVSan for solid waste services.

This page will not replace pages 98-130; please add this page into your copy of the agreement as a placeholder. During the Rate Amendment No. 10 process for rates effective July 1, 2016, the calculations and formulas will be built into the table.

<b>Form 1</b>				
<b>Maximum Rates</b>				
<b>SFD CART COLLECTION</b>				
<b>A. SFD CART COLLECTION SERVICE – CURBSIDE</b>				
MSW Cart Sizes (gallons)	<b>20</b>	<b>32</b>	<b>64</b>	<b>96</b>
<b>MONTHLY SFD CURBSIDE COLLECTION RATE (Garbage &amp; Recycling)</b>	<b>24.54</b>	<b>38.07</b>	<b>66.10</b>	<b>94.17</b>
<b>MSW Exempt Service (Recycling Cart Only)</b>				<b>\$10.00</b>
<b>Additional Cart Exchange</b>	<b>\$67.84</b>	<b>Each additional occurrence</b>		
<b>Additional Cart Replacement</b>	<b>\$67.84</b>	<b>Each additional cart</b>		
<b>Bag-it-Bags</b>	<b>\$7.11</b>	<b>Each Bag</b>		

Cc: Mr. Anthony Varni, Attorney at Law  
 WMAC – D. Tucker, N. Neves  
 HF&H – R. Hutchinson  
 StopWaste – T. Padia  
 CVSan – R. Williams, File



**MEMORANDUM TO:** Board of Directors  
**FROM:** Naomi Lue, Solid Waste Supervisor  
**SUBJECT:** WMAC Collection Service Agreement dated May 1, 2009 Amendment No. 10  
**DATE:** March 21, 2016

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The following are changes to the Collection Service Agreement, executed between Castro Valley Sanitary District and Waste Management of Alameda County, Inc. (WMAC) dated May 1, 2009. Please note that affected Article Numbers of the Collection Service Agreement below are not exhaustive, but used for general reference.

### **Contract Amendment No. 10**

1. Per “Canyonlands Start Time - Letter of Understanding” dated February 10, 2016, *Article 6. Service Standards* shall reflect a change to the start time for collection on Crow Canyon Road and Palomares Road in the Canyonlands area, and shall read as follows, “*Hours and Days of Collection. SFD and MFD Collection Services shall be provided, commencing no earlier than 6:00 a.m. (5:00 a.m. on Crow Canyon Road east of Coldwater Drive and Palomares Road in the Canyonlands area) and terminating no later than 6:00 p.m. Monday through Friday with no service on Saturday (except for holiday service as set forth in Article 6.08 of this Agreement in which case normal Collection hours may be utilized) or Sunday. The hours, days, or both of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the Contract Administrator.*”

*Article 6, “Service Standards”, p. 20*

2. Per approval at the February 2, 2016 Board Meeting, and letter from WMAC entitled, “Proposed Redline for Rate & Contract Amendment 10 – Bag it Bags” dated February 15, 2016, *Article 1. Definitions* shall reflect a revised name and definition from Bag-It Bags to Extra Service Tags and shall read as follows, “*1.05 ~~Bag-it Bags~~ Extra Service Tags. A plastic bag An extra service tag approved by DISTRICT and provided by the CONTRACTOR which may be purchased by Residents and affixed to a bag provided by Residents for the Collection of MSW overages.*”

*Article 1, “Definitions”, p. 2*

3. Per approval at the February 2, 2016 Board Meeting, and letter from WMAC entitled, "Proposed Redline for Rate & Contract Amendment 10 – Bag it Bags" dated February 15, 2016, *Article 6. Service Standards* shall reflect a revised name and shall read as follows, "6.06 Overages Bags. **CONTRACTOR shall make ~~Bag-it-Bags~~ Extra Service Tags and Garden Paper Bags readily available to SFD Customers (and MFD Customers with individually billed Rollout Cart service), through the mail, at CONTRACTOR'S office at 172 98<sup>th</sup> Avenue, Oakland, CA 94603 or at the DISTRICT office at 21040 Marshall Street, Castro Valley. The CONTRACTOR shall maintain a sufficient inventory of ~~Bag-it-Bags~~ Extra Service Tags and Garden Paper Bags to accommodate Collection of Overages.**

*Article 6, "Service Standards", p. 23*

4. Per approval at the February 2, 2016 Board Meeting, and letter from WMAC entitled, "Proposed Redline for Rate & Contract Amendment 10 – Bag it Bags" dated February 15, 2016, *Article 7. SFD Collection Services* shall reflect a revised name and shall read as follows, "7.06 MSW Overages. **CONTRACTOR shall Collect MSW overage to the extent the overage is set out by the Customer using an ~~Bag-it-Bag~~ Extra Service Tag.**

*Article 7, "SFD Collection Standards", p. 29*

Cc: Mr. Anthony Varni, Attorney at Law  
WMAC – D. Tucker  
HF&H – R. Hutchinson  
StopWaste – T. Padia  
CVSan – R. Williams, File



**MEMORANDUM TO:** Board of Directors  
**FROM:** Naomi Lue, Solid Waste Supervisor  
**SUBJECT:** WMAC Collection Service Agreement dated May 1, 2009 Rate Amendment No. 10 effective July 1, 2016  
**DATE:** February 18, 2016

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### **Rate Amendment No. 10**

Attached please find updated changes to the Collection Service Agreement, executed between Castro Valley Sanitary District and Waste Management of Alameda County, Inc. (WMAC) dated May 1, 2009. This Rate Amendment effective July 1, 2016 reflects a 2.78% - 2.93% increase. These pages will replace pages 98-130; please insert these pages into your copy of the agreement.

Thank you for your cooperation with updating this Franchise Agreement.

Cc: Mr. Anthony Varni, Attorney at Law  
WMAC – D. Tucker  
HF&H – R. Hutchinson  
StopWaste – T. Padia  
CVSan – R. Williams, File



**MEMORANDUM TO:** Board of Directors

**FROM:** Naomi Lue, Solid Waste Supervisor

**SUBJECT:** WMAC Collection Service Agreement dated May 1, 2009 Rate Amendment No. 11 effective July 1, 2017

**DATE:** February 15, 2017

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### **Rate Amendment No. 11**

Attached please find updated changes to the Collection Service Agreement, executed between Castro Valley Sanitary District and Waste Management of Alameda County, Inc. (WMAC) dated May 1, 2009. This Rate Amendment effective July 1, 2017 reflects a 2.78% - 2.92% increase. These pages will replace pages 98-130; please insert these pages into your copy of the agreement.

Thank you for your cooperation with updating this Franchise Agreement.

Cc: Mr. Anthony Varni, Attorney at Law  
WMAC – A. Oseguera  
HF&H – R. Hutchinson  
StopWaste – T. Padia  
CVSan – R. Williams, File