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Date: January 13, 2022  
To: Board of Directors  
From: Rick Benson, Interim General Manager  
Subject: Amendment #2 to Bay View Franchise Agreement

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**Recommendation:**

Approve the proposed amendment to the Franchise Agreement with Bay View Refuse and Recycling Services and authorize the Board President to sign.

**Rationale for Recommendation:**

The proposed amendment clarifies wording in the Franchise Agreement allowing commercial customers in Kensington to comply with SB 1383 which requires all of California to divert organic waste away from landfills.

**Background:**

In September 2016 the California legislature approved and the Governor signed Senate Bill 1383. The purpose of this bill is to reduce the amount of greenhouse gases produced by the California waste stream by diverting most organic materials away from California landfills. All California communities are required to comply with this legislation.

On November 11, 2021 your Board approved an amendment to the Franchise Agreement to bring the Kensington community into compliance with the law. While that amendment was intended to address all issues regarding SB 1383, some wording regarding commercial customers was deemed to be ambiguous.

**Discussion and Analysis:**

Amendment #2 to the Franchise Agreement is intended to clarify the scope and type of services to be provided to the commercial customers within Kensington service by Bay View refuse.

**Fiscal Impact:**

Amendment #2 to the Franchise Agreement has no fiscal impact.

**AMENDMENT NO. 2 TO FRANCHISE AGREEMENT FOR SOLID WASTE,  
RECYCLABLE MATERIALS, AND ORGANIC MATERIALS COLLECTION  
SERVICES BETWEEN THE KENSINGTON POLICE PROTECTION AND  
COMMUNITY SERVICE DISTRICT AND BAY VIEW REFUSE AND  
RECYCLING SERVICES, INC.**

WHEREAS, The Kensington Police Protection Community Services District (“District”) has the responsibility and authority to provide solid waste handling services to District residents; and

WHEREAS, On October 23, 2014, the Kensington Police Protection Community Services District (“District”) and Bay View Refuse and Recycling Services, Inc. (“Contractor”) entered into a franchise agreement (“Agreement”) for solid waste, recyclable materials and organic materials collection services; and

WHEREAS, on November 11, 2021, the parties amended the Agreement to include additional services as required by SB 1383; and

WHEREAS, District and Contractor desire to further amend the Agreement to clarify services to be provided to commercial customers.

**NOW, THEREFORE**, the parties do hereby agree to amend the agreement as follows:

A. Section 4.2 A, is replaced as follows:

**Solid Waste Collection** Contractor shall collect solid waste in Contractor provided containers from commercial customers and transport all solid waste to an approved disposal facility for disposal. All containers shall be provided by contractor.

**Container Sizes:** Contractor shall provide each customer a GRAY cart for Solid Waste Collection, of the size, 32 gallon or 45 gallons, matching the customers selected collection quantity.

1- and 2-cubic yard bins shall be provided by Contractor when requested by the customer. Bins will be compliant with SB 1383 regulations.

**Service Frequency:** Up to five (5) times per week but not less than one (1) time per week, as requested by Customer.

**Service location:** Curbside or other Customer-selected service location mutually agreed to between Customer and Contractor.

**Acceptable Materials:** Solid Waste

**Additional service:** Contractor shall provide a bin exchange to any Commercial Customer for cleaning and maintenance one (1) time each year, upon Customer request.

**Other Requirements:** Contractor shall establish a minimum Service Level of 35 gallons per dwelling unit per week for Multi-Family customers.

B. Section 4.2 B, is replaced as follows:

**Recyclable Materials Collection.** Contractor shall collect single stream recyclable materials in contractor-provided containers not less than one time every week from commercial customers and transferred all single stream recyclable materials to an approved recyclable materials processing facility for processing. Contractor shall provide service up to five times per week upon customer's request, at no charge to customers subscribing to solid waste collection service.

**Containers:** Contractor shall provide the containers for Single Stream Recyclable Materials as follows:

- (a) Contractor shall provide each customer with a BLUE, 65-gallon cart.
- (b) Customer may request a 32-gallon cart in lieu of the 65-gallon cart if desired.
- (c) Contractor shall provide additional BLUE carts as needed for service quantity.

**Service Frequency:** Up to five (5) times per week but not less than one (1) time per week, as requested by Customer.

**Service Location:** Curbside or other Customer-selected service location mutually agreed to between Customer and Contractor

**Acceptable Materials:** Single Stream Recyclable Materials

**Additional Service:** None

C. Section 4.2 C is replaced as follows:

**Green Waste and Organic Waste Collection:** Contractor will collect all compostable organic materials (green waste mixed with food scraps or food waste) not less than one time per week from commercial customers that subscribe to service and shall transport all compostable organic materials to an approved organics processing facility. Contractor shall collect compostable organic materials in contractor provided containers and other green waste that is bundled, tied or placed in boxes or containers.

**Containers:** Contractor shall provide each Customer a GREEN 65-gallon cart for Compostable Organics.

Contractor shall provide each Customer a 32-gallon cart in lieu of the 65-gallon cart if requested.

Contractor shall provide additional GREEN carts as needed for service quantity.

**Service Frequency:** Collection frequency shall be a minimum of once per week.

**Service Location:** Curbside or other Customer selected service location mutually agreed to between Customer and Contractor.

D. Section 4.2.F. is deleted.

E. Except as amended herein, all terms and conditions set forth in the Agreement as previously amended shall remain in full force and effect.

BAYVIEW REFUSE AND RECYCLING, INC.  
AND

KENSINGTON POLICE PROTECTION  
COMMUNITY SERVICES DISTRICT  
A California Special District

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Greg Christie  
President

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Sylvia Hacaj  
President, Board of Directors

APPROVED AS TO FORM:

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Ann R. Danforth  
District General Counsel