

**SECOND AMENDMENT TO FRANCHISE AGREEMENT FOR
SOLID WASTE, RECYCLING, AND GREEN WASTE SERVICES**

THIS SECOND AMENDMENT TO FRANCHISE AGREEMENT FOR SOLID WASTE, RECYCLING, AND GREEN WASTE SERVICES (the "Amendment"), dated as of October __, 2017, is made and entered into by and between the Town of San Anselmo, a municipal corporation (the "Town"), and Marin Sanitary Service, a California corporation (the "Company"), with reference to the following:

WHEREAS, the Town and the Company entered into that certain Franchise Agreement for Solid Waste, Recycling, and Green Waste Services dated effective on January 1, 2010 (the "Original Agreement"), as amended by that First Amendment to Franchise Agreement for Solid Waste, Recycling, and Green Waste Services dated July 12, 2011 (the "First Amendment" and, together with the Original Agreement, the "Agreement"); and

WHEREAS, the Original Agreement provides in Section I of Exhibit B that: "By October 15, Contractor shall submit an application requesting the amount of [Contractor's] compensation and calculating the necessary adjustment to rate revenue for the next Rate Period commencing January 1 of the following year"; and

WHEREAS, Section 2 of the First Amendment provides that: "Commencing with the Rate Increase for 2012 and thereafter for the remainder of the Term, the Town and the Company agree that Town's rate shall be calculated in the annual rate calculation conducted by the Franchisor's Group at no expense to Town"; and

WHEREAS, Section 4 of the First Amendment provides that: "In the event that...the Franchisor's Group fails to conduct a rate review the rate increase requested by Company will be calculated in accordance with Exhibit B"; and

WHEREAS, the Franchisor's Group is considering modifications to its rate setting methodology that will delay its calculation of rate increases to be effective as of January 1, 2018; and

WHEREAS, the Town and the Company wish to defer the date for submission of the Company's rate application for 2018 in order to accommodate the modifications by the Franchisor's Group;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The date by which the Company is required to submit its rate application for the Rate Year commencing January 1, 2018 is hereby extended from October 15, 2017 to December 15, 2017, with the understanding that if it is not possible to make any resulting rate increases effective as of January 1, 2018, such rate increases will become effective as soon as possible after such date, with the amount of such increases to be increased so that such increases have the financial effect of being retroactive to such date consistent with prior practice.

2. In the event that the modifications by the Franchisor's Group, and its resulting rate setting for 2018, are not completed by December 15, 2017, the Town and the Company will meet and confer over whether to further delay the Town's rate setting or to conduct the Town's

own rate setting in accordance with Exhibit B to the Original Agreement, with the understanding that any resulting rate increases for 2018 will become effective as soon as possible after January 1, 2018, with the amount of such increases to be increased so that such increases have the financial effect of being retroactive to such date consistent with prior practice.

3. The Town and the Company agree and acknowledge that, except as explicitly modified by this Second Amendment, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the undersigned authorized agents of the contracting parties do hereby affix their signatures as of the date first set forth above.

TOWN OF SAN ANSELMO

MARIN SANITARY SERVICE

By: _____

By: *Patricia Garbano*

Its: Town Manager

Its: President