



**BAY VIEW REFUSE  
& RECYCLING  
SERVICE,  
INC.**

CITY - COUNTY - CONTRACTORS

P.O. BOX 277 - EL CERRITO, CALIFORNIA 94530 - PHONE (510) 237-4614

LEWIS FIGONE, PRESIDENT

June 9, 2011

**VIA HAND DELIVERY**

Mr. Gregory E. Harman  
General Manager / Chief of Police  
Kensington Police Protection  
and Community Services District  
217 Arlington Avenue  
Kensington, California 94707

Re: REQUEST FOR APPROVAL OF ASSIGNMENT OF FRANCHISE AGREEMENT

Dear Mr. Harman:

Pursuant to Section 30 of the Franchise Agreement between Kensington Police Protection and Community Services District (the "District") and Bay View Refuse and Recycling Services, Inc. ("Contractor"), dated as of September 1, 1997 (the "Agreement"), Contractor requests immediate approval by the District of an assignment of the Agreement and delegation of Contractor's obligations thereunder to Republic Services, Inc. ("Republic"). Republic is one of the largest providers of solid waste collection, transfer and disposal services in the world. Republic includes among its subsidiaries Richmond Sanitary Service, which provides solid waste, recycling, processing and disposal services to Richmond, other Contra Costa County communities, as well as Piedmont in Alameda County.

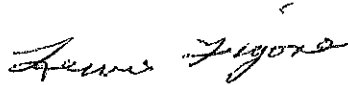
Contractor is prepared to execute all documents reasonably required to effect the assignment to Republic as soon as possible, but in no event later than an effective date of January 1, 2012. Contractor will notify its customers in the billing for the September through December 2011 period of the anticipated Agreement assignment and change in service provider.

Section 30 of the Agreement requires the District to (i) consider promptly the proposed assignment, (ii) diligently investigate the capabilities of Republic, and (iii) not unreasonably withhold or delay consent to the assignment. Consistent

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with those provisions, Contractor hereby provides notice that any delay by the District in discharging its obligations under Section 30 shall be deemed a material breach of the Agreement that excuses return performance by Contractor.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Lewis Figone".

Lewis Figone  
President

cc: Ms. Allison C. Schutte [Via Hand Delivery]  
Ms. Deidra Dingman [Via Email & U.S. Mail]  
Contra Costa County Dept. of Conservation & Development  
Mr. Jeffrey S. Schoppert [Via Email]