

TO: Fairfax Town Council  
FROM: Vice Mayor Reed  
DATE: July 18, 2012

Pavilion Chipper Days

Description:

Due to the high success level of the 2010 and 2011 Chipper Days projects in Fairfax, and the requests from many citizens for repeats of these events, and requests for chipper day events that are not restricted to the three neighborhoods involved in the prior chipper day grant, I met with various organizers of different neighborhoods, as well as with two of those organizers and Fire Chief Roger Meagor, and Battalion Chief Brian Macarthy, to explore solutions.

During this last meeting, we identified the most promising scenario for reducing fire fuels given the limited funding earmarked for this purpose at this time. Utilizing the funds set aside for fuel reduction / chipper days in the current garbage contract, a total of \$10,000 per year, (see attached), a series of the first three weekends in October 2012 would be designated as times when Fairfax citizens could bring materials to the Pavilion lot for chipping. A professional tree service with a chipper would be hired to chip the debris on each successive Monday, or longer if necessary. This is estimated to cost less than the accrued payments currently received under the contract. Volunteers would be needed to both promote the event, and to ensure that materials were from Fairfax, and did not contain undesirable materials such as concrete, lumber, logs and fencing, etc.

I would like to gain the support of the Fairfax Council before approaching Patty Garbarino of Marin Sanitary about disposal of chips, etc., and moving forward with this important community service project.

*Excerpt from  
Marin Sanitary Contract*

(d) Consultant Fee. To defray the Town's costs of retaining a consultant to analyze MSS's reports submitted hereunder, MSS shall pay a consultant fee of \$3000 per year, which shall be paid in monthly installments of \$250 on the 15th of the month.

(e) Brush Clearing /Fuel Reduction Fee. MSS shall pay to Fairfax a Brush Clearing/Fuel Reduction Fee. The purpose of the fee is to compensate the Town for removing, chipping and disposing of heavy brush that may pose a fire threat to the Town. The fee is \$10,000 per year and shall be paid in monthly installments of \$833.33 on the 15th of the month. This fee shall be a line item on the new customer bill. Upon request of Town, MSS shall include notification to residents of brush clearing in quarterly billing at no charge to Town. MSS shall also allow delivery of wood chips to Marin Resource Recovery Center free of charge.

SECTION 9. EXAMINATION OF RECORDS. MSS shall maintain full and separate financial and accounting records pertaining to cash, billing, and the provision of services under this contract. Fairfax shall have the right to examine any of these records. MSS will keep, maintain, and if requested by Town, furnish copies to Fairfax, of records of charges, receipts, route maps, route lists, and other necessary books of account for a period of not less than the preceding five (5) years, measured from the date of Town's request made to MSS hereunder.

SECTION 10. RIGHT OF INSPECTION. MSS hereby agrees that it will, at any reasonable time, whenever requested to do so, permit any inspector, appointed for such purpose by Fairfax, to accompany MSS in the course of collection, removal, processing or disposal of Solid Waste or Recyclable Materials and Green Waste/Food Waste, and to inspect the manner in which collection, removal, processing and disposal is made, and the size of any containers from which such materials may be, or have been, collected, and the amount of materials collected therefrom.

SECTION 11. SPECIAL FREE PICK UP.

(a) MSS shall, for customer convenience, and to increase Recycling, collect up to five (5) additional 32 gallon cans or equivalent size bio-degradable bags of Green Waste on each regularly scheduled collection day (see Exhibit A, page 1).

(b) MSS shall remove at no cost, as needed, any and all Solid Waste and Recyclable Materials containers from each and all of the Town government buildings, the downtown area of the Town of Fairfax, and other public areas.

(c) MSS shall, at no cost empty once per week a 20 cubic yard debris box from the Town Corporation Yard; such box shall be used only for leaves, brush, grass, grass cuttings, tree or brush clippings, and similar materials.

(d) MSS shall cooperate with the Town of Fairfax and/or any other volunteer group in the Town of Fairfax to divert e-waste from landfill disposal pursuant to the approvals of the Ross Valley Fire Service, the City of San Rafael Fire Department, and the Marin County Hazardous and Solid Waste Joint Powers Authority.

SECTION 12. PUBLIC INFORMATION PROGRAM (PIP). Customer information will be provided throughout the year by MSS in quarterly newsletters. MSS agrees to maintain a